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Attorneys for Wynn Las Vegas, LLC d/b/a Wynn Las Vegas

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION**

In re:

GGW BRANDS, LLC,

Debtor.

Case No.: 2:13-bk-15130-SK
Chapter 11

**EX PARTE EMERGENCY
APPLICATION FOR ORDER
AUTHORIZING WYNN LAS VEGAS,
LLC D/B/A WYNN LAS VEGAS TO
FILE (I) SUPPLEMENTAL REQUEST
FOR JUDICIAL NOTICE IN
SUPPORT OF MOTION FOR ORDER
DIRECTING THE APPOINTMENT
OF A CHAPTER 11 TRUSTEE; (II)
NOTICE OF LODGMENT OF
TRANSCRIPT OF 341(A) MEETING
OF CREDITORS OF DEBTORS; AND
(III) PERTINENT EXCERPTS OF
THE 341(A) MEETING OF
CREDITORS OF DEBTORS;
DECLARATION OF MALHAR S.
PAGAY IN SUPPORT THEREOF**

Hearing

Date: April 10, 2012
Time: 10:30 a.m.
Place: Courtroom 1575
255 E. Temple Street
Los Angeles, CA 90012

**TO THE HONORABLE SANDRA KLEIN, UNITED STATES BANKRUPTCY JUDGE AND
ALL PARTIES IN INTEREST AND THEIR ATTORNEYS OF RECORD:**

Wynn Las Vegas, LLC d/b/a Wynn Las Vegas ("Wynn Las Vegas"), a creditor in the bankruptcy cases of debtors and debtors in possession GGW Brands, Inc. ("GGW Brands"), GGW Direct, LLC ("GGW Direct"), GGW Events, LLC ("GGW Events"), and GGW Magazine, LLC ("GGW Magazine" and together with GGW Brands, GGW Direct, and GGW Events, the "Debtors"), hereby submits this emergency *ex parte* application (the "Application") for an order that authorizes Wynn Las Vegas to file a: (i) *Supplemental Request for Judicial Notice* ("Supplemental RFJN") in support of the relief requested by Wynn Las Vegas in its *Motion for Order Directing the Appointment of a Chapter 11 Trustee* (the "Wynn Trustee Motion"), which has been filed with this Court and has been set for hearing *tomorrow*, on April 10, 2013; (ii) a *Notice of Lodgment of Transcript of 341(a) Meeting of the Creditors of the Debtors* ("Notice of Lodgment"); and (iii) *Pertinent Excerpts of the Transcript of 341(a) Meeting of the Creditors of the Debtors* ("Excerpts"). In support of this Application, Wynn Las Vegas respectfully states as follows:

I.

INTRODUCTION

On April 8, 2013, two days before the hearing regarding the Wynn Trustee Motion, the Office of the United States Trustee (the "US Trustee") conducted meetings of creditors of the Debtors in accordance with 11 U.S.C. § 341(a) (the "Creditors' Meeting"). Information obtained during the Creditors' Meeting directly relates to the Wynn Trustee Motion. Today, on April 9, 2013, on or around 3:40 p.m., the afternoon before the hearing regarding the Wynn Trustee Motion, the US Trustee filed its own *Motion to Appoint Trustee or in the Alternative for the Appointment of an Examiner* (the "US Trustee's Motion"), also seeking the appointment of a trustee in the Debtors' cases. Information contained in the US Trustee's Motion also has a direct bearing on the Wynn Trustee Motion.

The US Trustee's conducting of the Creditors' Meeting and the subsequent filing of the US Trustee's Motion both occurred after the close of briefing regarding the Wynn Trustee Motion, but the evidence presented in both the Creditors' Meeting and the US Trustee's Motion bear directly on

1 the relief requested in, and the Court's consideration of, the Wynn Trustee Motion. Therefore,
2 Wynn Las Vegas requests that it be allowed to file a *Supplemental Request for Judicial Notice*,
3 pursuant to Rule 201 of the Federal Rules of Evidence, requesting that the Court take judicial notice
4 of the transcript of the Creditors' Meeting (the "Transcript") and of the US Trustee's Motion. Wynn
5 Las Vegas further requests that it be allowed to file a *Notice of Lodgment of Transcript of 341(a)*
6 *Meeting of the Creditors of the Debtors*; and *Pertinent Excerpts of the Transcript of 341(a) Meeting*
7 *of the Creditors of the Debtors*.

8 This Application is being filed on an emergency basis because neither the Transcript nor the
9 US Trustee's Motion was available until the day before the hearing regarding the Wynn Trustee
10 Motion. True and correct copies of the Supplemental RFJN, Notice of Lodgment and Excerpts are
11 attached as **Exhibits "A", "B" and "C"**, respectively, to the Declaration of Malhar S. Pagay,
12 annexed hereto.

13 II.

14 DISCUSSION

15 By allowing the Court to take judicial notice of the US Trustee's Motion and of the pertinent
16 excerpts of the Transcript, the Court will have the benefit of the US Trustee's perspective in
17 connection with the Wynn Trustee Motion. The Transcript and US Trustee's Motion contain
18 evidence which bears directly on the relief sought in the Wynn Trustee Motion; in fact, through the
19 US Trustee's Motion, the US Trustee is also seeking the appointment of a chapter 11 trustee in the
20 Debtors' cases. Such evidence was not previously available to Wynn Las Vegas at the time of filing
21 their motion or otherwise during the briefing schedule set by the Court in connection with the Wynn
22 Trustee Motion.

23 The US Trustee's Motion is set to be heard on May 9, 2013. Allowing the Court an
24 opportunity to review the evidence contained in the Transcript and the US Trustee's Motion in
25 connection with the Wynn Motion would provide the Court with substantial information necessary
26 to rule on the matter and protect the interests of the creditors of the estates without delay. Were the
27 Court not to have this additional pertinent information available to it at the time of the hearing on the
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Wynn Trustee Motion, the estates' creditors could suffer irreparable harm from the delay of the appointment of a chapter 11 trustee.

III.

CONCLUSION

For all of the reasons set forth herein, the Court should issue its Order:

- (a) Granting this Application;
- (b) Authorizing Wynn Las Vegas to file (i) a Supplemental Request for Judicial Notice in Support of Motion for Order Directing the Appointment of a Chapter 11 Trustee; (ii) a Notice of Lodgment of Transcript of 341(a) Meeting of the Creditors of the Debtors; and (iii) Pertinent Excerpts of the Transcript of 341(a) Meeting of the Creditors of the Debtors; and
- (c) Granting Wynn Las Vegas such other relief as is just and proper.

Dated: April 9, 2013

PACHULSKI STANG ZIEHL & JONES LLP

By: /s/ Malhar S. Pagay

Malhar S. Pagay
Victoria A. Newmark

BROWNSTEIN HYATT FARBER
SCHRECK, LLP



Mitchell J. Langberg
Laura E. Bielinski

Attorneys for Wynn Las Vegas, LLC, d/b/a Wynn
Las Vegas

DECLARATION OF MALHAR S. PAGAY

I, Malhar S. Pagay, declare as follows:

1. I am an attorney with Pachulski Stang Ziehl & Jones LLP (“PSZJ”), duly admitted to practice law before the courts of the State of California, the United States Court of Appeals for the Ninth Circuit, the United States District Courts for the Central, Eastern, Northern and Southern Districts of California and this Court and am counsel to Wynn Las Vegas, LLC d/b/a Wynn Las Vegas, in connection with the bankruptcy cases of GGW Brands, LLC, GGW Direct, LLC, GGW Events, LLC, and GGW Magazine, LLC.

2. I make this Declaration in support of the *Ex Parte Emergency Application for Order Authorizing Wynn Las Vegas, LLC d/b/a Wynn Las Vegas to File (I) Supplemental Request for Judicial Notice in Support of Motion for Order Directing the Appointment of a Chapter 11 Trustee; (II) Notice of Lodgment of Transcript of 341(a) Meeting of Creditors of Debtors; and (III) Pertinent Excerpts of the 341(a) Meeting of Creditors of Debtors* (the “Application”), filed in connection with the *Motion for Order Directing the Appointment of a Chapter 11 Trustee* (the “Wynn Trustee Motion”), filed by Wynn Las Vegas in the above-captioned case and scheduled for hearing on April 10, 2013, at 10:30 a.m. (the “Hearing”). Terms not otherwise defined herein shall have the same meaning as set forth in the Application.

3. The Application is being filed on an emergency basis because neither the Transcript nor the US Trustee’s Motion was available until the day before the hearing regarding the Wynn Trustee Motion.

4. True and correct copies of the Supplemental RFJN, Notice of Lodgment and Excerpts are attached hereto as Exhibits “**A**”, “**B**” and “**C**”, respectively.

I declare under penalty of perjury that the foregoing is true and correct and that if called upon as a witness, I could and would competently testify thereto.

Executed this 9th day of April, 2013, at Los Angeles, California.

/s/Malhar S. Pagay
Malhar S. Pagay

EXHIBIT A

MALHAR S. PAGAY (CA BAR NO. 189289)
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Attorneys for Wynn Las Vegas, LLC d/b/a Wynn Las Vegas

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION**

In re:

GGW BRANDS, LLC,

Debtor.

Case No.: 2:13-bk-15130-SK

Chapter 11

**SUPPLEMENTAL REQUEST FOR
JUDICIAL NOTICE IN SUPPORT OF
MOTION FOR ORDER DIRECTING
THE APPOINTMENT OF A
CHAPTER 11 TRUSTEE**

Hearing

Date: April 10, 2012
Time: 10:30 a.m.
Place: Courtroom 1575
255 E. Temple Street
Los Angeles, CA 90012

Pursuant to Rule 201 of the Federal Rules of Evidence, Wynn Las Vegas, LLC d/b/a Wynn Las Vegas, a creditor of debtors and debtors in possession GGW Brands, Inc. ("GGW Brands"), GGW Direct, LLC ("GGW Direct"), GGW Events, LLC ("GGW Events"), and GGW Magazine, LLC ("GGW Magazine"), hereby requests that the Court take judicial notice of *the Motion to Appoint Trustee or in the Alternative for the Appointment of an Examiner; Memorandum of Points*

1 PETER C. ANDERSON
UNITED STATES TRUSTEE
2 Jill M. Sturtevant, State Bar No. 089395
Assistant United States Trustee
3 Dare Law, State Bar No. 155714
Trial Attorney
4 OFFICE OF THE UNITED STATES TRUSTEE
725 South Figueroa Street, Suite 2600
5 Los Angeles, California 90017-5418
(213) 894-4925 telephone
6 (213) 894-2603 facsimile
Email: dare.law@usdoj.gov
7

8 UNITED STATES BANKRUPTCY COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 LOS ANGELES DIVISION
11

12 In re:) Case No.: 2:13-bk-151320 SK
13)
14 **GGW BRANDS, LLC**) Chapter 11
Debtor.)
15) MOTION FOR THE APPOINTMENT OF A
16) CHAPTER 11 TRUSTEE OR IN THE
17) ALTERNATIVE, FOR THE APPOINTMENT
18) OF AN EXAMINER; MEMORANDUM OF
19) POINTS AND AUTHORITIES;
20) DECLARATION OF JACK ARUTYUNYAN
IN SUPPORT THEREOF
21)
22) Date: May 09, 2013
23) Time: 8:30 a.m.
24) Ctrm: 1545
25) 255 E. Temple Street
26) Los Angeles, CA 90012
27)
28)

22 TO THE HONORABLE SANDRA KLEIN, UNITED STATES BANKRUPTCY JUDGE,
23 DEBTOR, AND OTHER INTERESTED PARTIES:

24 PLEASE TAKE NOTICE that on the above date and time and in the indicated courtroom,
25 the United States Trustee will move the Court for an Order appointing a Chapter 11 Trustee, or in
26 the alternative, for the appointment of an Examiner in above captioned cases under 11 U.S.C. §
27 1104 for cause described in detail herein.

1 PLEASE TAKE FURTHER NOTICE that if you wish to oppose this motion, you must file
2 a written response with the Bankruptcy Court and serve a copy of it upon the United States Trustee
3 at the address set forth in the upper left-hand corner of this document, and upon the Debtors and the
4 Debtors' attorney no less than 14 days prior to the above hearing date. Failure to timely file and
5 serve such opposition may be considered consent to the granting of the Motion.

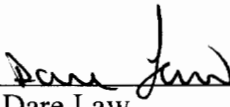
6
7 Dated: April 09, 2013

PETER C. ANDERSON
UNITED STATES TRUSTEE

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9

10

By: 
Dare Law
Attorney for the United States Trustee

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **INTRODUCTION**

4 The United States Trustee for Region 16 (hereinafter "United States Trustee"), through the
5 undersigned counsel, moves this Court to order the appointment of a chapter 11 trustee in these
6 cases, based on 11 U.S.C. § 1104(a). In support of the motion, the United States Trustee provides
7 the following points and authorities.

8 The United States Trustee submits that the record in this case establishes both that cause
9 exists for the appointment of a Trustee, and that the appointment of a Trustee is in the best interest
10 of creditors.

11 An ample record of mismanagement is present in this case. The recently appointed
12 Manager of this LLC is not an appropriate fiduciary in these cases and prejudice to creditors will
13 occur unless a Trustee is appointed.

14 **II.**

15 **JURISDICTION**

16 This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is
17 a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The predicates for relief are sections 1104(a)
18 and 105(a) of title 11 of the United States Code ("Bankruptcy Code").

19
20 **III.**

21 **STATEMENT OF FACTS**

22 On February 27, 2013, *GGW Brands, LLC*, Case No. 2:13-BK-15130-SK; *GGW Direct,*
23 *LLC*, Case No. 2:13-BK-15132-SK; *GGW Events, LLC*, Case No. 2:13-BK-15134-SK; and *GGW*
24 *Magazine, LLC*, Case No. 2:13-BK-15137-SK ("Related Debtors") filed voluntary chapter 11
25 bankruptcy petitions. These Related Debtors work as one unit without respect to separate corporate
26 identities. Declaration of Jack Arutyunyan (hereinafter "Arutyunyan Decl.") para. 9. The Related
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1 Debtors produce and market videos under the licensed brand of “Girls Gone Wild”.¹ According to
2 the Related Debtors, the public face of this brand is Joseph Francis, the creator of “Girls Gone
3 Wild.”² All four of the related debtors have the same Manager, Christopher Dale, who is charged
4 with operating and making decisions on behalf of the Debtors. Mr. Dale was appointed as manager
5 sometime in October/November 2012. Arutyunyan Decl., para. 9.

6 The first meeting of creditors in accordance with 11 U.S.C. §341(a) was conducted on April
7 08, 2013. Mr. Dale appeared to testify on behalf of the Related Debtors. He testified at this
8 meeting that he had not applied for the Manager position, but rather was informed by Ronald Tym,
9 Esq.³ through a telephone call, that he was to be manager for the Related Debtors. Arutyunyan
10 Decl., para. 9. Mr. Dale further testified at the 341(a) meeting that he spends approximately 4 – 5
11 hours per week in total working for the Related Debtors and that he is employed by another
12 unrelated company named “Movie Clips.” He receives \$1000 per week as Manager of the Related
13 Debtors. Prior to his employment by Movie Clips, Mr. Dale was in the human resources
14 department of Debtor. Arutyunyan Decl., para. 9.

15 The United States Trustee conducted a site visit to the Debtor’s premises on April 03, 2013.
16 Present at this meeting were representatives of the United States Trustee, Related Debtors proposed
17 bankruptcy counsel, outside counsel, and the heads of Human Resources and the Controller. Mr.
18 Dale was not present at this meeting. After discussion, the United States Trustee requested copies
19

20 ¹ Mr. Dale testified that the brand “Girls Gone Wild” is licensed through an entity called Path Media. The
21 license agreement is made between Path Media and GGW Direct, LLC. The original licensing agreement
22 was terminated by Path Media prior to the bankruptcy filing, and GGW Direct entered into a new licensing
23 agreement with Path Media, which agreement expires in May 2013. GGW Direct’s Schedule F lists Path
24 Media as owed \$1.5 million in royalties. Mr. Dale testified that he did not negotiate the new licensing
25 agreement as that function was performed by Mr. Tym and he signed the agreement thereafter.

26 ² See, Debtor’s opposition to creditor Wynn’s Motion for the Appointment of a Chapter 11 Trustee, attached
27 to the Request for Judicial Notice as Exhibit “2.”

28 ³ Mr. Tym has identified himself as outside non-bankruptcy⁴ counsel for the debtor.

of the Debtor's general ledger and two years of American Express credit card statements which was provided by the Related Debtors by e-mail on April 04, 2013.

During the 341(a) meeting, Mr. Dale testified that Mr. Francis is not involved in the operations of the Debtor nor is he a member or manager of the Debtor. Arutyunyan Decl., para. 9. Although Mr. Francis was neither a Manager, nor a member or employee, he was provided an American Express card along with several other individuals. An analysis of the AMEX card shows the following usage for the period covering January 1, 2011 through March 31, 2013 :

AMEX Jan 2011 - Dec 2011

| User | Card # | TOTAL | % of Total |
|---------------------|---------|---------------------|---------------|
| Joseph R. Francis | 6-54007 | \$372,932.77 | 53.4% |
| Sergio Bravo | 6-52100 | \$40,589.51 | 5.8% |
| Clayton McKinney | 6-53157 | \$30,372.37 | 4.3% |
| Roxana Loera | 6-52118 | \$40,955.23 | 5.9% |
| Larry Hancock | 6-53132 | \$17,936.83 | 2.6% |
| Alicia Serrano | 6-52126 | \$58,506.48 | 8.4% |
| Dorota Anoszkiewicz | 6-51011 | \$49,894.26 | 7.1% |
| Ymell Villegas | 6-53033 | \$24,328.78 | 3.5% |
| Salvador Castellon | 6-51086 | \$24,100.08 | 3.4% |
| Sara Schulte | 6-52142 | \$19,818.18 | 2.8% |
| Jessica G. Pineda | 6-51060 | \$11,399.70 | 1.6% |
| Eric Deutsch | 6-51029 | \$8,004.46 | 1.1% |
| TOTAL | | \$698,838.65 | 100.0% |

AMEX Jan 2012 - Dec 2012

| User | Card # | TOTAL | % of Total |
|-------------------|---------|-----------------------|---------------|
| Joseph R. Francis | 6-54007 | \$434,993.52 | 41.6% |
| Sergio Bravo | 6-52100 | \$259,825.17 | 24.9% |
| Ron Villanueva | 6-52191 | \$97,248.67 | 9.3% |
| Bryan Lord | 6-52167 | \$69,794.98 | 6.7% |
| Larry Hancock | 6-53132 | \$58,438.28 | 5.6% |
| Clayton McKinney | 6-53157 | \$52,498.98 | 5.0% |
| Roxana Loera | 6-52118 | \$31,054.88 | 3.0% |
| Thomas J. Studder | 6-52225 | \$11,942.90 | 1.1% |
| Gregory Harrison | 6-52175 | \$11,936.00 | 1.1% |
| Heather Brook | 6-52233 | \$9,512.47 | 0.9% |
| Christopher Rudin | 6-51185 | \$7,500.68 | 0.7% |
| Sara Schulte | 6-52142 | \$9.99 | 0.0% |
| TOTAL | | \$1,044,756.52 | 100.0% |

AMEX Jan 2013 – March 2013

| User | Card # | Jan-13 | Feb-13 | Mar-13 | TOTAL | % of Total |
|-------------------|---------|--------------------|--------------------|--------------------|---------------------|---------------|
| Sergio Bravo | 6-52100 | \$26,029.41 | \$30,574.03 | \$38,641.94 | \$95,245.38 | 45.9% |
| Joseph R. Francis | 6-54007 | \$11,507.71 | \$12,172.68 | \$7,896.53 | \$31,576.92 | 15.2% |
| Heather Brook | 6-52233 | \$7,607.05 | \$14,002.62 | \$8,335.30 | \$29,944.97 | 14.4% |
| Ron Villanueva | 6-52191 | \$8,096.38 | \$12,066.05 | \$7,309.87 | \$27,472.30 | 13.3% |
| Bryan Lord | 6-52167 | \$4,869.42 | \$6,061.13 | \$7,582.55 | \$18,513.10 | 8.9% |
| Roxana Loera | 6-52118 | \$1,170.20 | \$1,345.28 | \$2,045.25 | \$4,560.73 | 2.2% |
| | | \$59,280.17 | \$76,221.79 | \$71,811.44 | \$207,313.40 | 100.0% |

The United States Trustee also reviewed the Debtor's account number 15000 entitled "Affiliate Receivables" in the General Ledger ("G/L") for GGW Direct. According to the G/L, between January 1, 2012 and November 2012, GGW Direct booked over \$356,007.30 in receivables from Blue Horse according to the journal entries. Mr. Dale testified at the 341(a) meeting that Blue Horse was a "Joseph Francis entity" and that Debtor made payments to Blue Horse for use of real property in Bel Air, California. Listed below are the transactions by date and amount for use of the Bel Air property:

| Date | Debit | Credit |
|-------------------------|-------------|-------------|
| 02/01/12 | \$30,000.00 | |
| 02/17/12 | \$40,000.00 | |
| 04/18/12 | | \$50,000.00 |
| 05/04/12 | \$5,000.00 | |
| 05/14/12 | \$10,000.00 | |
| 05/24/12 | \$35,000.00 | |
| 06/14/12 | \$10,000.00 | |
| 06/26/12 | \$20,000.00 | |
| 06/29/12 | \$90,000.00 | |
| 07/02/12 | \$10,000.00 | |
| 07/19/12 | \$10,000.00 | |
| 08/02/12 | \$50,000.00 | |
| 09/04/12 | \$45,000.00 | |
| 09/10/12 | \$5,000.00 | |
| 10/10/12 | \$35,000.00 | |
| 10/18/12 | \$5,000.00 | |
| 10/24/12 | | \$6,702.30 |
| 11/13/12 | \$1,996.33 | |
| 11/16/12 | \$10,713.27 | |
| NET \$356,007.30 | | |

Mr. Dale testified that the property is used by Joseph Francis.

In addition to the G/L entries which relate to the Bel Air property, the following are G/L entries for GGW Direct with a specific emphasis on account 81000 entitled "Film Location Specialists" for the period covering January 1, 2012 through March 31, 2013. Mr. Dale testified that the following G/L entries relate to use of a Mexico property:

| GGW Direct G/L Transaction for 01/01/2012 – 03/31/2013 | | | |
|---|-----------------------|-------------------|-----------------------|
| Account Description | Debit | Credit | Balance |
| 81100 Food and Beverage (Alcohol, bottled water, fresh fish and groceries) | \$258,704.30 | \$304.04 | \$258,400.26 |
| 82000 Telephone (Internet, local and vonage) | \$7,470.77 | \$0 | \$7,470.77 |
| 83000 Utilities (Electricity, satellite TV, water and propane / gas) | \$146,058.77 | \$0 | \$146,058.77 |
| 84000 Property Services (Spa, security, gardening, golf club, HOA dues, and property taxes) | \$127,583.19 | \$0 | \$127,583.19 |
| 85000 Payroll & management | \$309,678.06 | \$0 | \$309,678.06 |
| 87000 Maintenance (Auto, building, watercrafts, scooters, pool, technology and other) | \$202,597.71 | \$620.01 | \$201,977.70 |
| 88000 General (Gas, guest entertainment, household supplies, equipment & appliances and transportation) | \$106,662.61 | \$8,494.62 | \$96,167.99 |
| 89000 Legal | \$545,870.44 | \$0 | \$545,870.44 |
| 89100 Insurance | \$3,380.32 | 0 | \$3,380.32 |
| 81000 Film Location Specialists Other | \$330,251.97 | \$0 | \$330,251.97 |
| TOTAL | \$2,038,258.14 | \$9,418.67 | \$2,028,839.47 |

These entries appear to be related to the maintenance and upkeep of real property in Punta de Mita, Nayarit, Mexico. According to the Related Debtors Schedules of Assets and Liabilities, none of the Related Debtors own any real property. *See* Request for Judicial Notice ("RFJN"), Exhibit '1' filed concurrently.

When questioned about the AMEX charges by various persons, including usage by Mr. Francis, Mr. Dale testified that he was unaware of any policies or procedures regarding limitations of usage for the credit cards. Furthermore, Mr. Dale testified at the 341(a) meeting that he did not implement any policies or procedures regarding AMEX usage or any other expenditures of the Debtor after he was appointed Manager of the Debtor.

1 Mr. Dale also testified that he relies on the heads of department to make staffing decisions,
2 including but not limited to employees and expenditures, and that he is consulted thereafter for his
3 approval. He was unaware of the production schedule, if any.

4 IV.

5 ARGUMENT

6 A. APPOINTMENT OF A CHAPTER 11 TRUSTEE IS IN THE BEST INTEREST OF
7 CREDITORS.

8 The United States Trustee submits that it is in the best interest of creditors and the estate to
9 appoint a Trustee pursuant to §1104(a)(1) and (2).

10 Section 1104(a)(1) provides that a trustee shall be appointed

11 (1) for cause, including fraud, dishonesty, incompetence, or gross mismanagement of the
12 affairs of the debtor by current management, either before or after the commencement of
13 the case, or similar cause, but not including the number of holders of securities of the
14 debtor or the amount of assets or liabilities of the debtor; or

15 (2) if such appointment is in the interests of creditors, any equity security holders, and other
16 interests of the estate, without regard to the number of holders of securities of the debtor
17 or the amount of assets or liabilities of the debtor.

18 A chapter 11 debtor and its managers owe fiduciary duties to the estate. *Hirsch v.*
19 *Pennsylvania Textile Corp., Inc. (In re Centennial Textiles, Inc.)*, 227 B.R. 606, 612
20 (Bankr.S.D.N.Y.1998). Where they suffer from material conflicts of interest, an independent trustee
21 should be appointed under § 1104(a)(2). E.g., *In re Microwave Prods. of Am., Inc.*, 102 B.R. 666,
22 676 (Bankr.W.D.Tenn.1989)(chapter 11 trustee appointed where debtor was not in a "strong
23 position" to pursue possible claims due to a conflict of interest and fraudulent transfers, and "a
24 trustee would likely be able to investigate claims that could result in additional sums of money
25 coming into the estate"); *In re McCorhill Publ'g Inc.*, 73 B.R. 1013, 1017 (Bankr.S.D.N.Y.1987)
26 (conflicting interest in various related entities held by the debtor's directors warranted the
27 appointment of a trustee); *In re Humphreys Pest Control Franchises, Inc.*, 40 B.R. 174, 176-177
28 (Bankr.Pa.1984) (an independent trustee was needed to protect the interests of creditors when "an

1 obvious conflict of interest exists in the management of the two corporations because the officers
2 and principals of the parent corporation are the same individuals as the officers and the principals of
3 the debtor."); *In re Great Northeastern Lumber & Millwork Corp.*, 20 B.R. at 611-12 (the
4 "appointment of a trustee to investigate the circumstances of the debtor and its relationship to other
5 entities" was in the interest of all of the debtor's creditors pursuant to § 1104(a)(2)); *In re*
6 *Philadelphia Athletic Club, Inc.*, 15 B.R. 60, 62-63 (Bankr.Pa.1981)(appointing a trustee in the best
7 interests of the creditors when the principals of the debtor occupied conflicting positions in
8 transferee companies); *Smith v. Concord Coal Corp. (In re Concord Coal Corp.)*, 11 B.R. 552, 554
9 (Bankr.W.Va.1981) (appointment of a trustee was justified where loyalty of debtor's current
10 management was called into question due to competing business interests and potential for
11 intercompany dealings); *In re L.S. Good & Co.*, 8 B.R. 312, 315 (Bankr.W.Va.1980) (appointing
12 trustee under § 1104(a)(2) where "[t]he magnitude of the number of intercompany transactions
13 places current management [of the debtor] in a position of having grave potential conflicts of
14 interest and the presumption arises that the current management of [the debtor] will be unable to
15 make the impartial investigations and decisions demanded in evaluating and pursuing inter-
16 company claims on behalf of [the debtor].")

17 The court in *Professional Accountants* did find in dicta that it could not appoint a trustee
18 pursuant to §1104(a)(2) because an equity holder objected and the statute is written in the
19 conjunctive requiring that all three prongs (the best interest of creditors, the estate and equity) be
20 present. But this reading of the statute would give equity a veto power when the conduct of those
21 very individuals may require the appointment of a trustee to protect creditors and the estate.
22 *Colliers* analyzed the conjunctive requirements of §1104(a)(2) and determined that equity holders
23 acting in good faith may make it difficult to appoint a trustee under the best interest standard.
24 *Collier on Bankruptcy*, ¶ 1104.02[3][d][i] (emphasis added). The United States Trustee submits
25 that the appointment of a Trustee is in the best interests of all constituencies that are acting in good
26 faith in these cases.

27 On this record, the Court should find that the appointment of a chapter 11 trustee is in the
28 best interest of creditors and the estate. Disbursements⁹ have been made that do not inure to the

benefit of creditors. The legal consideration for such transfer is unclear. Standard corporate operating procedures apparently do not exist in these Related Debtors. The establishment of the multiple corporate entities and their consolidated operations by itself is likely “cause” to appoint a chapter 11 trustee.

B. THERE IS CAUSE TO APPOINT A TRUSTEE PURSUANT TO SECTION 1104.

This Court should appoint a Chapter 11 trustee in this case pursuant to § 1104.

Section 1104(a)(1) of the Bankruptcy Code provides that:

“(a) At any time after the commencement of the case but before confirmation of a plan, on request of a party in interest or the United States Trustee, and after notice and a hearing, the court shall order the appointment of a trustee -

(1) for cause, including fraud, dishonesty, incompetence, or gross mismanagement of the affairs of the debtor by current management, either before or after the commencement of the case, or similar cause, but not including the number of holders of securities of the debtor or the amount of assets or liabilities of the debtor;”

11 U.S.C. § 1104(a)(1) (emphasis added).

The four bases upon which “cause” may be found under section 1104(a)(1) are not exclusive. A finding of “cause” may be based on other factors as well. *In re Marvel Entertainment Group, Inc.*, 140 F.3d 463, 472 (3rd Cir. 1998) (section 1104(a)(1) does not define the term “cause” but merely notes that “cause” includes “frauds, dishonesty, incompetence, or gross mismanagement of the affairs of the debtor by current management.”) “Once the Court has found that ‘cause’ exists under § 1104, it has no discretion but must appoint a trustee.” *In re Oklahoma Refining Co.*, 838 F.2d 1133, 1136 (10th Cir. 1988). *Accord, In re Colorado-Ute Electrical Ass’n., Inc.*, 120 B.R. 164 (Bankr. D. Colo. 1990); *In re Savino Oil & Heating Co., Inc.*, 99 B.R. 518, 525 (Bankr. E.D.N.Y. 1989). As is set forth in full below, cause clearly exists for the appointment of a Chapter 11 Trustee in these cases. Because cause exists for the appointment of a trustee, such an appointment is mandatory under 11 U.S.C. § 1104(a)(1).

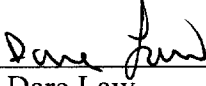
The United States Trustee submits that cause exists pursuant to §1104(a)(1) for the appointment of a Chapter 11 Trustee based upon evidence of mismanagement and incompetent

1 management as set forth in the Statement of Facts in support of this Motion. It is imperative that an
2 independent fiduciary be appointed so that the assets of estates can be marshaled and creditors
3 treated in accordance with the requirements of the Bankruptcy Code. Only a Trustee can serve this
4 function and the Bankruptcy Code mandates that a Trustee be appointed if cause is established.

5 WHEREFORE, the United States Trustee requests that the Court direct the appointment of a
6 Chapter 11 trustee for Related Debtors.

7
8 Dated: April 09, 2013

PETER C. ANDERSON
UNITED STATES TRUSTEE

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11 By: 
Dare Law
12 Attorney for the United States Trustee
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Declaration of Jack Arutyunyan

Declaration of Jack Arutyunyan

DECLARATION OF JACK ARUTYUNYAN

I, Jack Arutyunyan, declare and state as follows:

1. I am over the age of eighteen years, and if called upon to testify I could and would do so competently. I am employed as a Bankruptcy Analyst by the Office of the United States Trustee for the Central District of California, in the Los Angeles Field Office. I have been so employed since September 2009. I am the Analyst assigned to *In Re GGW Brands, LLC*, Case No. 2:13-BK-15130-SK; *In Re GGW Direct, LLC*, Case No. 2:13-BK-15132-SK; *In Re GGW Events, LLC*, Case No. 2:13-BK-15134-SK; and *In Re GGW Magazine, LLC*, Case No. 2:13-BK-15137-SK ("Related Debtors"). I have personal knowledge of the facts set forth herein, and based on that personal knowledge I assert that all such facts are true and correct to the best of my knowledge.

2. According to the PACER dockets obtained for each of the cases above, I noted that on February 27, 2013, each of the related Debtor entities filed voluntary Chapter 11 cases in the Central District of California. On or about March 20, 2013, I conducted an Initial Debtor Interview ("IDI") for all four cases with Debtors' Manager, Christopher Dale, Debtors' non-bankruptcy counsel, Ronald Tym and Debtors' bankruptcy counsel Robert Yaspan.

3. On April 3, 2013, I also visited Debtors' place of business at 10940 Wilshire Blvd, Los Angeles, CA along with my colleagues Dare Law, Trial Attorney for the United States Trustee and Gary B. Baddin, Bankruptcy Analyst for the United States Trustee to examine Debtors' books and records. We met with Amy Johnson, Head of Human Resources, Mandy Isaac, Head of Accounting, Ronald Tym and Robert Yaspan. Mr. Dale was not present at the meeting.

4. At the conclusion of the site visit, I requested production of various documents, including but not limited to the following: (1) the General Ledgers ("G/Ls") for each of the Related Debtors for the period covering January 1, 2012 through March 31, 2013; and (2) any and all American Express ("AMEX") credit card statements for the period covering January 1, 2011 through March 31, 2013 for the Related Debtors. The Related Debtors, through Mandy Isaac, submitted the documents to me by e-mail on evening of April 03, 2013.

5. Using the information provided to me by the Related Debtors, the following is an excerpt of the G/L for GGW Direct with a specific emphasis on account 81000 entitled "Film Location Specialists" for the period covering January 1, 2012 through March 31, 2013.

| GGW Direct G/L Transaction for 01/01/2012 – 03/31/2013 | | | |
|---|-----------------------|-------------------|-----------------------|
| Account Description | Debit | Credit | Balance |
| 81100 Food and Beverage (Alcohol, bottled water, fresh fish and groceries) | \$258,704.30 | \$304.04 | \$258,400.26 |
| 82000 Telephone (Internet, local and vonage) | \$7,470.77 | \$0 | \$7,470.77 |
| 83000 Utilities (Electricity, satellite TV, water and propane / gas) | \$146,058.77 | \$0 | \$146,058.77 |
| 84000 Property Services (Spa, security, gardening, golf club, HOA dues, and property taxes) | \$127,583.19 | \$0 | \$127,583.19 |
| 85000 Payroll & management | \$309,678.06 | \$0 | \$309,678.06 |
| 87000 Maintenance (Auto, building, watercrafts, scooters, pool, technology and other) | \$202,597.71 | \$620.01 | \$201,977.70 |
| 88000 General (Gas, guest entertainment, household supplies, equipment & appliances and transportation) | \$106,662.61 | \$8,494.62 | \$96,167.99 |
| 89000 Legal | \$545,870.44 | \$0 | \$545,870.44 |
| 89100 Insurance | \$3,380.32 | 0 | \$3,380.32 |
| 81000 Film Location Specialists Other | \$330,251.97 | \$0 | \$330,251.97 |
| TOTAL | \$2,038,258.14 | \$9,418.67 | \$2,028,839.47 |

My analysis identified that these above transactions appear to be primarily related to the maintenance and upkeep of real property in Punta de Mita, Nayarit, Mexico. A true and correct summary from the Debtor's own G/L is also attached as Exhibit "1" and is incorporated herein by this reference as if set forth in full. I obtained the information to prepare Exhibit "1" from the Debtor's G/L which was e-mailed to me as stated in paragraph 4 above.

6. I attended and participated in the first meeting of creditors held in accordance with 11 U.S.C. §341(a) ("341(a) meeting") held on April 8, 2013. During this meeting for GGW Direct, Mr. Dale testified that the Mexican real property is used by Debtors to host various GGW events. Mr. Dale also testified that none of the Related Debtors have a direct interest in the ownership of the real property in Mexico.

7. I also reviewed account number 15000 entitled "Affiliate Receivables" in the G/L for GGW Direct. According to this G/L, between February, 2012 and November 2012, GGW Direct booked over \$356,007.30 in receivables from Blue Horse in journal entries. At the 341(a), Mr. Dale testified that Blue Horse was a "Joseph Francis entity" which owns real property in Bel Air, California. Mr. Dale testified that the monies paid to Blue Horse were for GGW's use of the Bel Air property. However, according to GGW Direct's G/L, the journal entries show the amounts are accounts receivables from "Affiliate" companies. The G/L shows the following transactions by date and amount:

| Date | Debit | Credit |
|-------------------------|-------------|-------------|
| 02/01/12 | \$30,000.00 | |
| 02/17/12 | \$40,000.00 | |
| 04/18/12 | | \$50,000.00 |
| 05/04/12 | \$5,000.00 | |
| 05/14/12 | \$10,000.00 | |
| 05/24/12 | \$35,000.00 | |
| 06/14/12 | \$10,000.00 | |
| 06/26/12 | \$20,000.00 | |
| 06/29/12 | \$90,000.00 | |
| 07/02/12 | \$10,000.00 | |
| 07/19/12 | \$10,000.00 | |
| 08/02/12 | \$50,000.00 | |
| 09/04/12 | \$45,000.00 | |
| 09/10/12 | \$5,000.00 | |
| 10/10/12 | \$35,000.00 | |
| 10/18/12 | \$5,000.00 | |
| 10/24/12 | | \$6,702.30 |
| 11/13/12 | \$1,996.33 | |
| 11/16/12 | \$10,713.27 | |
| NET \$356,007.30 | | |

A true and correct copy of transaction detail from the GGW Direct G/L is also attached hereto as Exhibit "2" and is incorporated herein by this reference as if set forth in full. I obtained the G/L information from the Debtor by e-mail on April 03, 2013 as stated in paragraph 4 above.

8. Finally, I reviewed the AMEX credit card statements for the period covering January 1, 2011 through March 31, 2013. The AMEX cards were billed to GGW Brands LLC. Mr. Dale did not know why GGW Brands issued the AMEX cards instead of GGW Direct, the

post-production company of the Related Debtors. Based upon my review of the AMEX statements, I prepared the following summary by year.

AMEX Jan 2011 - Dec 2011

| User | Card # | TOTAL | % of Total |
|---------------------|---------|---------------------|---------------|
| Joseph R. Francis | 6-54007 | \$372,932.77 | 53.4% |
| Sergio Bravo | 6-52100 | \$40,589.51 | 5.8% |
| Clayton McKinney | 6-53157 | \$30,372.37 | 4.3% |
| Roxana Loera | 6-52118 | \$40,955.23 | 5.9% |
| Larry Hancock | 6-53132 | \$17,936.83 | 2.6% |
| Alicia Serrano | 6-52126 | \$58,506.48 | 8.4% |
| Dorota Anoszkiewicz | 6-51011 | \$49,894.26 | 7.1% |
| Ymell Villegas | 6-53033 | \$24,328.78 | 3.5% |
| Salvador Castellon | 6-51086 | \$24,100.08 | 3.4% |
| Sara Schulte | 6-52142 | \$19,818.18 | 2.8% |
| Jessica G. Pineda | 6-51060 | \$11,399.70 | 1.6% |
| Eric Deutsch | 6-51029 | \$8,004.46 | 1.1% |
| TOTAL | | \$698,838.65 | 100.0% |

AMEX Jan 2012 - Dec 2012

| User | Card # | TOTAL | % of Total |
|-------------------|---------|-----------------------|---------------|
| Joseph R. Francis | 6-54007 | \$434,993.52 | 41.6% |
| Sergio Bravo | 6-52100 | \$259,825.17 | 24.9% |
| Ron Villanueva | 6-52191 | \$97,248.67 | 9.3% |
| Bryan Lord | 6-52167 | \$69,794.98 | 6.7% |
| Larry Hancock | 6-53132 | \$58,438.28 | 5.6% |
| Clayton McKinney | 6-53157 | \$52,498.98 | 5.0% |
| Roxana Loera | 6-52118 | \$31,054.88 | 3.0% |
| Thomas J. Studder | 6-52225 | \$11,942.90 | 1.1% |
| Gregory Harrison | 6-52175 | \$11,936.00 | 1.1% |
| Heather Brook | 6-52233 | \$9,512.47 | 0.9% |
| Christopher Rudin | 6-51185 | \$7,500.68 | 0.7% |
| Sara Schulte | 6-52142 | \$9.99 | 0.0% |
| TOTAL | | \$1,044,756.52 | 100.0% |

AMEX Jan 2013 - March 2013

| User | Card # | Jan-13 | Feb-13 | Mar-13 | TOTAL | % of Total |
|-------------------|---------|--------------------|--------------------|--------------------|---------------------|---------------|
| Sergio Bravo | 6-52100 | \$26,029.41 | \$30,574.03 | \$38,641.94 | \$95,245.38 | 45.9% |
| Joseph R. Francis | 6-54007 | \$11,507.71 | \$12,172.68 | \$7,896.53 | \$31,576.92 | 15.2% |
| Heather Brook | 6-52233 | \$7,607.05 | \$14,002.62 | \$8,335.30 | \$29,944.97 | 14.4% |
| Ron Villanueva | 6-52191 | \$8,096.38 | \$12,066.05 | \$7,309.87 | \$27,472.30 | 13.3% |
| Bryan Lord | 6-52167 | \$4,869.42 | \$6,061.13 | \$7,582.55 | \$18,513.10 | 8.9% |
| Roxana Loera | 6-52118 | \$1,170.20 | \$1,345.28 | \$2,045.25 | \$4,560.73 | 2.2% |
| | | \$59,280.17 | \$76,221.79 | \$71,811.44 | \$207,313.40 | 100.0% |

1 A true and correct copy of my summary of the AMEX activity in further detail is attached hereto
2 as Exhibit "3" and is incorporated herein by this reference as if set forth in full. I created Exhibit
3 "3" from the American Express statements provided by the Debtor via e-mail on April 08, 2013
4 as indicated in paragraph 4 above.

5 9. I note that the related Debtors allowed usage of the AMEX cards post-petition as
6 the AMEX statements show transactions during March 2013. Additionally, the March 2013
7 AMEX statement shows payment of the February 2013 AMEX statement in the amount of
8 \$74,831.97. A true and correct copy of the summary page of the March 2013 AMEX statement
9 is attached hereto as Exhibit "4" and is incorporated herein by this reference as if set forth in full.

10 10. At the 341(a) meeting, Mr. Dale testified that he was appointed as Manager of
11 GGW Brands, GGW Direct, GGW Events and GGW Magazine around late October 2012 early
12 November 2012. He testified that he works approximately 4 to 5 hours per week for all four
13 Debtors combined. Mr. Dale testified that he learned about his appointment as Manager from
14 Ronald Tym in a telephone call and that he had not formally applied for the position. He
15 testified that he receives \$1,000 per week for his Manager position. He also testified that prior to
16 his appointment as Manager for the Related Debtors, and prior to his employment by Movie
17 Clips, he was previously employed by the Related Debtors in their Human Resources
18 department. He also testified that Joseph Francis was not an employee, manager, or member of
19 the Related Debtors.

20 11. Mr. Dale also testified that he currently maintains outside employment with an
21 unrelated entity called "Movie Clips." He testified that he is the decision maker for all four
22 entities, however he relies on the department heads to make day to day operation decisions,
23 including, but not limited to staffing allocation decisions.

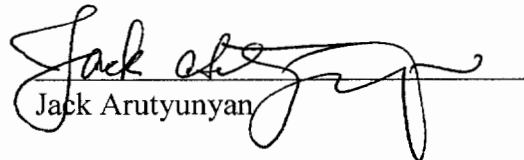
24 12 Mr. Dale testified at the 341(a) meeting that the business of the Related Debtors
25 are intertwined as GGW Brands is the holding company, GGW Events holds the events and
26
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1 creates the raw footage of the film, GGW Direct is the post-production arm using the footage
2 created by GGW Events.²

3 13. Mr. Dale also testified that he was unaware of any written policies and procedures
4 regarding usage of the AMEX cards issued and that he did not implement any changes to any of
5 the Debtors' policies upon his appointment as manager for the Debtor entities.

6 I declare under penalty of perjury that the forgoing facts are known by me to be true and
7 correct and based upon my personal knowledge or, if based upon information or belief or other
8 admissible evidence, I declare that said facts are true and correct to the best of my knowledge.

9 Executed this 9th day in April, 2013 in Los Angeles, California.

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12 Jack Arutyunyan
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27 ² The 341(a) meeting for GGW Brand LLC was concluded but due to the lateness of the hour,
28 the 341(a) meeting for GGW Direct, GGW Events, and GGW Magazine were continued to April
22, 2013. No testimony was provided for GGW Events or GGW magazine as those 341(a)
meetings have to be commenced.

Exhibit "1"

Exhibit "1"

January 2012 through March 2013

| Type | Date | Num | Name | Split | Debit | Credit | Balance |
|--|------|-----|------|-------|------------|----------|------------|
| 81000 · Film Location Specialists | | | | | | | |
| 81100 · Food and Beverage | | | | | | | |
| Total 81200 · Alcoholic Beverages | | | | | 2,422.16 | 0.00 | 2,422.16 |
| Total 81300 · Bottled Water | | | | | 1,048.57 | 0.00 | 1,048.57 |
| Total 81400 · Fresh Fish | | | | | 12,231.23 | 0.00 | 12,231.23 |
| Total 81500 · Groceries | | | | | 243,002.34 | 304.04 | 242,698.30 |
| Total 81100 · Food and Beverage | | | | | 258,704.30 | 304.04 | 258,400.26 |
| 82000 · Telephone | | | | | | | |
| Total 82100 · Telephone - Internet | | | | | 3,338.35 | 0.00 | 3,338.35 |
| Total 82200 · Telephone - Local | | | | | 977.00 | 0.00 | 977.00 |
| Total 82300 · Telephone - Vonage | | | | | 3,155.42 | 0.00 | 3,155.42 |
| Total 82000 · Telephone | | | | | 7,470.77 | 0.00 | 7,470.77 |
| 83000 · Utilities | | | | | | | |
| Total 83100 · Electricity | | | | | 76,901.55 | 0.00 | 76,901.55 |
| Total 83200 · Satellite TV | | | | | 16,294.68 | 0.00 | 16,294.68 |
| Total 83300 · Water | | | | | 22,780.78 | 0.00 | 22,780.78 |
| Total 83400 · Propane/Gas | | | | | 30,081.76 | 0.00 | 30,081.76 |
| Total 83000 · Utilities | | | | | 146,058.77 | 0.00 | 146,058.77 |
| 84000 · Property Services | | | | | | | |
| Total 84100 · Spa Services | | | | | 21,477.55 | 0.00 | 21,477.55 |
| Total 84200 · Security | | | | | 23,726.26 | 0.00 | 23,726.26 |
| Total 84300 · Gardening | | | | | 15,970.74 | 0.00 | 15,970.74 |
| Total 84400 · Golf Club | | | | | 13,010.35 | 0.00 | 13,010.35 |
| Total 84500 · HOA Dues | | | | | 38,323.82 | 0.00 | 38,323.82 |
| Total 84700 · Property Tax | | | | | 15,074.47 | 0.00 | 15,074.47 |
| Total 84000 · Property Services | | | | | 127,583.19 | 0.00 | 127,583.19 |
| 85000 · Payroll & Management | | | | | | | |
| Total 85100 · Management | | | | | 27,849.05 | 0.00 | 27,849.05 |
| Total 85200 · Employees | | | | | 281,829.01 | 0.00 | 281,829.01 |
| Total 85000 · Payroll & Management | | | | | 309,678.06 | 0.00 | 309,678.06 |
| 87000 · Maintenance | | | | | | | |
| Total 87100 · Automobiles | | | | | 13,962.34 | 558.78 | 13,403.56 |
| Total 87200 · Building | | | | | 85,261.76 | 61.23 | 85,200.53 |
| Total 87400 · Watercrafts | | | | | 77,785.19 | 0.00 | 77,785.19 |
| Total 87500 · Motor Scooters | | | | | 4,962.79 | 0.00 | 4,962.79 |
| Total 87600 · Pool | | | | | 6,100.33 | 0.00 | 6,100.33 |
| Total 87700 · Technology | | | | | 14,504.99 | 0.00 | 14,504.99 |
| Total 87000 · Maintenance - Other | | | | | 20.31 | 0.00 | 20.31 |
| Total 87000 · Maintenance | | | | | 202,597.71 | 620.01 | 201,977.70 |
| 88000 · General | | | | | | | |
| Total 88100 · Gasoline | | | | | 33,569.01 | 240.00 | 33,329.01 |
| Total 88200 · Guest Entertainment | | | | | 13,557.57 | 1,056.35 | 12,501.22 |
| Total 88300 · Household Supplies | | | | | 33,036.37 | 1,693.66 | 31,342.71 |
| Total 88400 · Equipment & Appliances | | | | | 19,725.82 | 5,504.61 | 14,221.21 |

January 2012 through March 2013

| Type | Date | Num | Name | Split | Debit | Credit | Balance |
|--|------------|----------|------|-----------------|---------------------|-----------------|---------------------|
| Total 88500 · Transportation | | | | | 6,773.84 | 0.00 | 6,773.84 |
| Total 88000 · General | | | | | 105,662.61 | 8,494.62 | 98,167.99 |
| Total 89000 · Legal | | | | | 545,870.44 | 0.00 | 545,870.44 |
| Total 89100 · Insurance | | | | | 3,380.32 | 0.00 | 3,380.32 |
| 81000 · Film Location Specialists - Other | | | | | | | |
| General Journal | 01/15/2012 | F.Assets | | 18300 · Improve | 330,251.97 | | 330,251.97 |
| Total 81000 · Film Location Specialists - Other | | | | | 330,251.97 | 0.00 | 330,251.97 |
| Total 81000 · Film Location Specialists | | | | | 2,038,258.14 | 9,418.67 | 2,028,839.47 |
| TOTAL | | | | | 2,038,258.14 | 9,418.67 | 2,028,839.47 |

Exhibit “2”

Exhibit “2”

Transactions by Account

As of March 31, 2013

| Type | Date | Num | Name | Split | Debit | Credit | Balance |
|--|------------|------------|-----------------------------|------------------------------------|------------|-----------|--------------|
| 15000 - Affiliate Receivables | | | | | | | 1,036,922.94 |
| 15070 - Affiliate Blue Horse - 8000 | | | | | | | 382,074.22 |
| Check | 01/25/2012 | | American Express | 10000 - National Bank - GGW Direct | 4,097.53 | | 386,171.75 |
| General Journal | 01/31/2012 | Legal Fees | | 62100 - Legal Fees - Company | | 1,012.50 | 385,159.25 |
| Transfer | 02/01/2012 | | | 10000 - National Bank - GGW Direct | 30,000.00 | | 415,159.25 |
| General Journal | 02/17/2012 | Transfer | | 10000 - National Bank - GGW Direct | 40,000.00 | | 455,159.25 |
| Bill | 04/16/2012 | taxes | Aftergood Law Firm | 20000 - Accounts Payable | 921.00 | | 456,080.25 |
| Bill | 04/16/2012 | taxes | Aftergood Law Firm | 20000 - Accounts Payable | 800.00 | | 456,880.25 |
| General Journal | 04/18/2012 | Transfer | | 10000 - National Bank - GGW Direct | | 50,000.00 | 406,880.25 |
| General Journal | 05/04/2012 | Transfer | | 10000 - National Bank - GGW Direct | 5,000.00 | | 411,880.25 |
| General Journal | 05/14/2012 | Transfer | | 10000 - National Bank - GGW Direct | 10,000.00 | | 421,880.25 |
| General Journal | 05/24/2012 | Transfer | | 10000 - National Bank - GGW Direct | 35,000.00 | | 456,880.25 |
| General Journal | 06/14/2012 | Transfer | | 10000 - National Bank - GGW Direct | 10,000.00 | | 466,880.25 |
| General Journal | 06/26/2012 | Transfer | | 10000 - National Bank - GGW Direct | 20,000.00 | | 486,880.25 |
| General Journal | 06/29/2012 | Transfer | | 10000 - National Bank - GGW Direct | 90,000.00 | | 576,880.25 |
| General Journal | 07/02/2012 | Transfer | | 10000 - National Bank - GGW Direct | 10,000.00 | | 586,880.25 |
| General Journal | 07/19/2012 | Transfer | | 10000 - National Bank - GGW Direct | 10,000.00 | | 596,880.25 |
| General Journal | 08/02/2012 | Transfer | | 10000 - National Bank - GGW Direct | 50,000.00 | | 646,880.25 |
| General Journal | 09/04/2012 | Transfer | | 10000 - National Bank - GGW Direct | 45,000.00 | | 691,880.25 |
| General Journal | 09/10/2012 | Transfer | | 10000 - National Bank - GGW Direct | 5,000.00 | | 696,880.25 |
| General Journal | 10/10/2012 | Transfer | | 10000 - National Bank - GGW Direct | 35,000.00 | | 731,880.25 |
| General Journal | 10/18/2012 | Transfer | | 10000 - National Bank - GGW Direct | 5,000.00 | | 736,880.25 |
| General Journal | 10/24/2012 | Transfer | | 10000 - National Bank - GGW Direct | | 6,702.30 | 730,177.95 |
| General Journal | 11/13/2012 | Transfer | | 10000 - National Bank - GGW Direct | 1,996.33 | | 732,174.28 |
| General Journal | 11/16/2012 | Transfer | | 10000 - National Bank - GGW Direct | 10,713.27 | | 742,887.55 |
| Credit Card Charge | 11/20/2012 | | Petco | 20200 - AMEX Credit Card | 17.92 | | 742,905.47 |
| Credit Card Charge | 11/20/2012 | | Petco | 20200 - AMEX Credit Card | 142.58 | | 743,048.05 |
| Credit Card Charge | 11/21/2012 | | PayPal *SelectExoti | 20200 - AMEX Credit Card | 4,000.00 | | 747,048.05 |
| Bill | 11/21/2012 | Exp Reimb | Jamie Frizzi | 20000 - Accounts Payable | 13.03 | | 747,061.08 |
| Check | 11/26/2012 | 1016 | Pac 8 Orchids | 10010 - Wells Fargo - #5158 | 322.00 | | 747,383.08 |
| Check | 11/26/2012 | 1017 | Patrick Bonette | 10010 - Wells Fargo - #5158 | 270.00 | | 747,653.08 |
| Credit Card Credit | 11/26/2012 | | Petco | 20200 - AMEX Credit Card | | 33.91 | 747,619.17 |
| Bill | 12/05/2012 | 3275 | Mulberry Row, LLC | 20000 - Accounts Payable | 596.88 | | 748,216.05 |
| Check | 12/13/2012 | ATM | GGW Direct, LLC | 10010 - Wells Fargo - #5158 | 208.88 | | 748,424.93 |
| Credit Card Charge | 12/14/2012 | | The Kennel Club at LAX | 20200 - AMEX Credit Card | 100.00 | | 748,524.93 |
| Check | 12/20/2012 | 1135 | Greentree Landscaping, Inc. | 10010 - Wells Fargo - #5158 | 1,150.25 | | 749,675.18 |
| Check | 12/20/2012 | 1136 | Keiko Cronin | 10010 - Wells Fargo - #5158 | 600.00 | | 750,275.18 |
| Check | 12/20/2012 | 1137 | Pac 8 Orchids | 10010 - Wells Fargo - #5158 | 298.00 | | 750,573.18 |
| Check | 12/20/2012 | 1138 | Patrick Bonette | 10010 - Wells Fargo - #5158 | 270.00 | | 750,843.18 |
| Check | 12/20/2012 | 1139 | The Gas Company | 10010 - Wells Fargo - #5158 | 372.78 | | 751,215.96 |
| Bill | 01/04/2013 | 3304 | Mulberry Row, LLC | 20000 - Accounts Payable | 257.00 | | 751,472.96 |
| Total 15070 - Affiliate Blue Horse - 8000 | | | | | 427,147.45 | 57,748.71 | 751,472.96 |
| 15071 - Affiliate Blue Horse Blvd Mgmt | | | | | | | 654,848.72 |
| Total 15071 - Affiliate Blue Horse Blvd Mgmt | | | | | | | 654,848.72 |
| Total 15000 - Affiliate Receivables | | | | | 427,147.45 | 57,748.71 | 1,406,321.68 |
| TOTAL | | | | | 427,147.45 | 57,748.71 | 1,406,321.68 |

Exhibit "3"

Exhibit "3"

AMEX CREDIT CARD ACTIVITY

| User | Card # | Jan-11 | Feb-11 | Mar-11 | Apr-11 | May-11 | Jun-11 | Jul-11 | Aug-11 | Sep-11 | Oct-11 | Nov-11 | Dec-11 | TOTAL | % of Total |
|---------------------|---------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|------------|
| Joseph R. Francis | 6-54007 | \$13,788.80 | \$23,408.69 | \$38,125.25 | \$49,242.74 | \$21,563.74 | \$39,156.37 | \$39,670.37 | \$32,009.62 | \$24,095.70 | \$39,830.71 | \$23,060.86 | \$28,979.92 | \$372,932.77 | 53.4% |
| Sergio Bravo | 6-52100 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$6,241.42 | \$8,431.43 | \$16,152.41 | \$6,128.84 | \$3,635.41 | \$40,589.51 | 5.8% |
| Clayton McKinney | 6-53157 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4,988.53 | \$25,383.84 | \$30,372.37 | 4.3% |
| Roxana Loera | 6-52118 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,425.10 | \$147.09 | \$22,904.70 | \$9,351.76 | \$1,274.84 | \$5,851.74 | \$40,955.23 | 5.9% |
| Larry Hancock | 6-53132 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$771.30 | \$6,199.62 | \$10,965.91 | \$17,936.83 | 2.6% |
| Alicia Serrano | 6-52126 | \$0.00 | \$0.00 | \$0.00 | \$7,001.84 | \$5,494.78 | \$14,096.66 | \$7,545.32 | \$10,858.73 | \$6,555.30 | \$5,871.56 | \$1,082.29 | \$0.00 | \$58,506.48 | 8.4% |
| Dorota Anoszkiewicz | 6-51011 | \$27,079.97 | \$19,972.19 | \$2,842.10 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$49,894.26 | 7.1% |
| Ymell Villegas | 6-53033 | \$0.00 | \$0.00 | \$13,866.49 | \$10,462.29 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$24,328.78 | 3.5% |
| Salvador Castellon | 6-51086 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$5,067.46 | \$14,434.74 | \$4,597.88 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$24,100.08 | 3.4% |
| Sara Schulte | 6-52142 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$8,975.60 | \$9,207.85 | \$1,634.73 | \$19,818.18 | 2.8% |
| Jessica G. Pineda | 6-51060 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$11,164.26 | \$235.44 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$11,399.70 | 1.6% |
| Eric Deutsch | 6-51029 | \$5,552.36 | \$2,452.10 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$8,004.46 | 1.1% |
| | | \$46,421.13 | \$45,832.98 | \$54,833.84 | \$66,706.87 | \$38,222.78 | \$58,555.93 | \$63,075.53 | \$53,854.74 | \$61,987.13 | \$80,953.34 | \$51,942.83 | \$76,451.55 | \$698,838.65 | 100.0% |

| User | Card # | Jan-12 | Feb-12 | Mar-12 | Apr-12 | May-12 | Jun-12 | Jul-12 | Aug-12 | Sep-12 | Oct-12 | Nov-12 | Dec-12 | TOTAL | % of Total |
|-------------------|---------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|-------------|----------------|------------|
| Joseph R. Francis | 6-54007 | \$44,664.82 | \$21,474.69 | \$20,161.95 | \$20,372.05 | \$14,470.66 | \$32,226.16 | \$35,273.61 | \$33,144.79 | \$62,477.99 | \$44,052.62 | \$92,181.62 | \$14,492.56 | \$434,993.52 | 41.6% |
| Sergio Bravo | 6-52100 | \$22,421.80 | \$12,458.06 | \$29,363.53 | \$24,453.08 | \$22,201.02 | \$17,698.12 | \$30,220.54 | \$14,884.83 | \$13,638.79 | \$37,929.62 | \$7,702.16 | \$26,853.62 | \$259,825.17 | 24.9% |
| Ron Villanueva | 6-52191 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$175.00 | \$13,708.64 | \$13,966.32 | \$13,180.11 | \$16,088.90 | \$21,325.68 | \$18,804.02 | \$97,248.67 | 9.3% |
| Bryan Lord | 6-52167 | \$0.00 | \$7,255.68 | \$9,840.96 | \$3,609.25 | \$3,451.03 | \$3,120.20 | \$931.17 | \$855.49 | \$1,347.71 | \$15,939.40 | \$7,117.65 | \$16,326.44 | \$69,794.98 | 6.7% |
| Larry Hancock | 6-53132 | \$9,947.15 | \$10,340.93 | \$9,079.03 | \$10,071.59 | \$10,251.40 | \$6,777.06 | \$1,971.12 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$58,438.28 | 5.6% |
| Clayton McKinney | 6-53157 | \$6,494.44 | \$25,098.83 | \$9,181.93 | \$7,538.77 | \$4,181.02 | \$0.00 | \$0.00 | \$3.99 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$52,498.98 | 5.0% |
| Roxana Loera | 6-52118 | \$9,353.32 | \$165.58 | \$927.12 | \$510.98 | \$664.41 | \$1,206.93 | \$271.50 | \$492.73 | \$1,098.13 | \$3,868.22 | \$6,821.05 | \$5,674.91 | \$31,054.88 | 3.0% |
| Thomas J. Studder | 6-52225 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,732.88 | \$10,210.02 | \$0.00 | \$11,942.90 | 1.1% |
| Gregory Harrison | 6-52175 | \$0.00 | \$0.00 | \$0.00 | \$5,525.20 | \$6,410.80 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$11,936.00 | 1.1% |
| Heather Brook | 6-52233 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$160.50 | \$9,351.97 | \$9,512.47 | 0.9% |
| Christopher Rudin | 6-51185 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,460.50 | \$5,781.79 | \$258.39 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$7,500.68 | 0.7% |
| Sara Schulte | 6-52142 | \$9.99 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$9.99 | 0.0% |
| | | \$92,891.52 | \$76,793.77 | \$78,554.52 | \$72,080.92 | \$63,090.84 | \$66,985.26 | \$82,634.97 | \$63,348.15 | \$91,742.73 | \$119,611.64 | \$145,518.68 | \$91,503.52 | \$1,044,756.52 | 100.0% |

| User | Card # | Jan-13 | Feb-13 | Mar-13 | TOTAL | % of Total |
|-------------------|---------|-------------|-------------|-------------|--------------|------------|
| Sergio Bravo | 6-52100 | \$26,029.41 | \$30,574.03 | \$38,641.94 | \$95,245.38 | 45.9% |
| Joseph R. Francis | 6-54007 | \$11,507.71 | \$12,172.68 | \$7,896.53 | \$31,576.92 | 15.2% |
| Heather Brook | 6-52233 | \$7,607.05 | \$14,002.62 | \$8,335.30 | \$29,944.97 | 14.4% |
| Ron Villanueva | 6-52191 | \$8,096.38 | \$12,066.05 | \$7,309.87 | \$27,472.30 | 13.3% |
| Bryan Lord | 6-52167 | \$4,869.42 | \$6,061.13 | \$7,582.55 | \$18,513.10 | 8.9% |
| Roxana Loera | 6-52118 | \$1,170.20 | \$1,345.28 | \$2,045.25 | \$4,560.73 | 2.2% |
| | | \$59,280.17 | \$76,221.79 | \$71,811.44 | \$207,313.40 | 100.0% |

Exhibit "4"

Exhibit "4"



Business Centurion® Card
GGW BRANDS LLC
JOSEPH R FRANCIS
Closing Date 03/24/13

OPENSM

p. 1/21

Account Ending 6-54007

New Balance **\$72,979.78**

Please Pay By **04/08/13**

See page 2 for important information about your account.

Membership Rewards® Points

Available and Pending as of 02/28/13

86,333

For up to date point balance and full program details, visit membershipewards.com

Account Summary

| | |
|------------------|--------------|
| Previous Balance | \$78,067.08 |
| Payments/Credits | -\$76,898.74 |
| New Charges | +\$71,811.44 |
| Fees | +\$0.00 |

New Balance **\$72,979.78**

Days in Billing Period: 31

Customer Care



Pay by Computer
open.com/pbc

Customer Care
1-800-297-3333

Pay by Phone
1-800-472-9297

See page 2 for additional information.

↓ Please fold on the perforation below, detach and return with your payment ↓



Payment Coupon
Do not staple or use paper clips



Pay by Computer
open.com/pbc



Pay by Phone
1-800-472-9297

Account Ending 6-54007

Enter account number on all documents.
Make check payable to American Express.

JOSEPH R FRANCIS
GGW BRANDS LLC
PO BOX 150
HOLLYWOOD CA 90078-0150

Please Pay By
04/08/13

Amount Due
\$72,979.78



Check here if your address or
phone number has changed.
Note changes on reverse side.

AMERICAN EXPRESS
BOX 0001
LOS ANGELES CA 90096-8000



JOSEPH R FRANCIS

Account Ending 6-54007

p. 2/21

Payments: Your payment must be sent to the payment address shown on your statement and must be received by 5 p.m. local time at that address to be credited as of the day it is received. Payments we receive after 5 p.m. will not be credited to your Account until the next day. Payments must also: (1) include the remittance coupon from your statement; (2) be made with a single check drawn on a US bank and payable in US dollars, or with a negotiable instrument payable in US dollars and clearable through the US banking system; and (3) include your Account number. If your payment does not meet all of the above requirements, crediting may be delayed and you may incur late payment fees and additional interest charges. Electronic payments must be made through an electronic payment method payable in US dollars and clearable through the US banking system. If we accept payment in a foreign currency, we will convert it into US dollars at a conversion rate that is acceptable to us, unless a particular rate is required by law. Please do not send post-dated checks as they will be deposited upon receipt. Any restrictive language on a payment we accept will have no effect on us without our express prior written approval. We will re-present to your financial institution any payment that is returned unpaid.

Permission for Electronic Withdrawal: (1) When you send a check for payment, you give us permission to electronically withdraw your payment from your deposit or other asset account. We will process checks electronically by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. When we process your check electronically, your payment may be withdrawn from your deposit or other asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your financial account statement. If we cannot collect the funds electronically we may issue a draft against your deposit or other asset account for the amount of the check. (2) By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you give us permission to electronically withdraw funds from the deposit or other asset account you specify in the amount you request. Payments using such services of ours received after 8:00 p.m. MST may not be credited until the next day.

How We Calculate Your Balance: We use the Average Daily Balance (ADB) method (including new transactions) to calculate the balance on which we charge interest for Pay Over Time balances on your Account. Call the Customer Service number listed below for more information about this balance computation method and how resulting interest charges are determined. *The method we use to calculate the ADB and interest results in daily compounding of interest.*

How to Avoid Paying Interest: If you have a Pay Over Time balance, your due date is at least 25 days after the close of each billing period. We will not charge interest on charges added to a Pay Over Time balance if you pay the Account Total New Balance by the due date each month.

Foreign Currency Charges: If you make a Charge in a foreign currency, we will convert it into US dollars on the date we or our agents process it. We will choose a conversion rate that is acceptable to us for that date, unless a particular rate is required by law. The conversion rate we use is no more than the highest official rate published by a government agency or the highest interbank rate we identify from customary banking sources on the conversion date or the prior business day. This rate may differ from rates in effect on the date of your charge. Charges converted by establishments will be billed at the rates such establishments use.

Credit Balance: A credit balance (designated CR) shown on this statement represents money owed to you. If within the six-month period following the date of the first statement indicating the credit balance you do not request a refund or charge enough to use up the credit balance, we will send you a check for the credit balance within 30 days if the amount is \$1.00 or more.

Credit Reporting: We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.



Customer Care & Billing Inquiries
International Collect
Large Print and Braille Statements
Lost or Stolen Card
Express Cash

1-800-297-3333
1-954-503-8905
1-800-297-3333
1-800-297-3333
1-800-CASH-NOW

Hearing Impaired

TTY: 1-800-221-9950
FAX: 1-800-695-9090
In NY: 1-800-522-1897



Website: americanexpress.com
Mobile Site: amexmobile.com

**Customer Care
& Billing Inquiries**
P.O. BOX 981535
EL PASO, TX
79998-1535

Payments
BOX 0001
LOS ANGELES CA
90096-8000

Change of Address

If correct on front, do not use.

- To change your address online, visit www.americanexpress.com/updatecontactinfo
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care.
- Please print clearly in blue or black ink only in the boxes provided.

Street Address

City, State

Zip Code

Area Code and
Home Phone

Area Code and
Work Phone

Email

Pay Your Bill with AutoPay

- Avoid late fees
- Save time

Deduct your payment from your bank account automatically each month

Visit americanexpress.com/autopay today to enroll.

For information on how we protect your privacy and to set your communication and privacy choices, please visit www.americanexpress.com/privacy.



Business Centurion® Card
GGW BRANDS LLC
JOSEPH R FRANCIS
Closing Date 03/24/13



p. 3/21

Account Ending 6-54007

Payments and Credits

Summary

| | Total |
|-----------------------------------|---------------------|
| Payments | -\$74,831.97 |
| Credits | |
| JOSEPH R FRANCIS 6-54007 | -\$220.00 |
| BRYAN LORD 6-52167 | -\$11.66 |
| HEATHER BROOK 6-53231 | -\$1,835.11 |
| Total Payments and Credits | -\$76,898.74 |

Detail

*Indicates posting date

| Payments | Amount |
|---|---------------|
| 03/22/13* JOSEPH R FRANCIS ONLINE PAYMENT - THANK YOU | -\$74,831.97 |
| Credits | Amount |
| 02/28/13 JOSEPH R FRANCIS ALASKA AIRLINES REFUSEATTLE WA | -\$220.00 |
| ALASKA AIRLINES INC. | |
| From: To: Carrier: Class: | |
| N/A N/A YY 00 | |
| N/A N/A YY 00 | |
| N/A N/A YY 00 | |
| N/A N/A YY 00 | |
| Ticket Number [REDACTED] | |
| Passenger Name: FRANCIS, JOSEPH | |
| Document Type: ADDITIONAL COLLECTION | |
| 03/18/13* BRYAN LORD RESIDENCE INN BY MARRIOTT | -\$11.66 |
| 5% OPEN Savings | |
| RESIDENCE INN 769 \$233.12 03/15/2013 | |
| 03/20/13 HEATHER BROOK SONY STORE CENTURY CLOS ANGELES CA | -\$1,835.11 |
| 805-338-4940 | |
| Description | |
| APPAREL/HOUSEWARES/ | |

New Charges

Summary

| | Total |
|--------------------------|--------------------|
| JOSEPH R FRANCIS 6-54007 | \$7,896.53 |
| SERGIO BRAVO 6-52100 | \$38,641.94 |
| ROXANA LOERA 6-52118 | \$2,045.25 |
| BRYAN LORD 6-52167 | \$7,582.55 |
| RON VILLANUEVA 6-52191 | \$7,309.87 |
| HEATHER BROOK 6-53231 | \$8,335.30 |
| Total New Charges | \$71,811.44 |

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

725 South Figueroa Street, Suite 2600, Los Angeles, California 90017-1574

A true and correct copy of the foregoing document entitled (*specify*): **Motion for the Appointment of a Chapter 11 Trustee or in the Alternative, for The Appointment of an Examiner; Memorandum of Points and Authorities; Declaration of Jack Arutyunyan in Support Thereof** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On April 9, 2013, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

SEE ATTACHED SERVICE LIST (IF APPLICABLE)

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**: On April 9, 2013, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

SEE ATTACHED SERVICE LIST (IF APPLICABLE)

☒ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on April 9, 2013, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

SEE ATTACHED SERVICE LIST (IF APPLICABLE)

☒ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

April 9, 2013
Date

Stephanie Hill
Print Name


Signature

ADDITIONAL SERVICE INFORMATION

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")**

| <u>Name</u> | <u>Capacity</u> | <u>Email Address</u> |
|----------------------------|-----------------------------|---|
| Dare Law | Attorney for U.S. Trustee's | dare.law@usdoj.gov |
| Ronald N Richards | Interested Party | ron@ronaldrichards.com |
| Ronald D Tym | Other Professional | RTym@Tymfirm.com |
| United States Trustee (LA) | | ustpreion16.la.ecf@usdoj.gov |
| Andy C Warshaw | Interested Party | awarshaw@lawcenter.com, mstevens@lawcenter.com |
| Robert M Yaspan | Attorney for Debtor | court@yaspanlaw.com, tmenachian@yaspanlaw.com |

SEE NEF FOR CONFIRMATION OF ELECTRONIC TRANSMISSION TO THE U.S. TRUSTEE AND ANY TRUSTEE IN THIS CASE, AND TO ANY ATTORNEYS WHO RECEIVE SERVICE BY NEF.

2. **SERVED BY U.S. MAIL**

Debtor:

GGW Brands, LLC
1601 Cloverfield Blvd.
Santa Monica, CA 90404

Debtor's Counsel:

Robert M Yaspan
Law Offices of Robert M Yaspan
21700 Oxnard St Ste 1750
Woodland Hills, CA 91367

3. **SERVED BY FEDERAL EXPRESS OVERNIGHT MAIL** (Pursuant to the UST's agreement with the Bankruptcy Judge's Courtesy Copy was mailed Federal Express overnight mail to the following address.)

Judge's Copy
Honorable Sandra Klein
U.S. Bankruptcy Court
255 E. Temple Street, Room 940
Los Angeles, CA 90012
Attn: Mail Room Clerk-Judges Copies

1 *and Authorities, Declaration of Jack Arutyunyan in Support Thereof*, filed by the Office of the
2 United States Trustee on April 9, 2013 [Docket No. 63], a true and correct copy of which is attached
3 hereto.

4 Dated: April 9, 2013

PACHULSKI STANG ZIEHL & JONES LLP

6
7 By: /s/ Malhar S. Pagay
Malhar S. Pagay
Victoria A. Newmark

8
9 BROWNSTEIN HYATT FARBER
SCHRECK, LLP

10 

11 Mitchell J. Langberg
Laura E. Bielinski

12
13 Attorneys for Wynn Las Vegas, LLC, d/b/a Wynn
14 Las Vegas

EXHIBIT B

MALHAR S. PAGAY (CA BAR NO. 189289)
VICTORIA A. NEWMARK (CA BAR NO. 183581)
STEVEN J. KAHN (CA BAR NO. 76933)
PACHULSKI STANG ZIEHL & JONES LLP
10100 Santa Monica Blvd., 13th Floor
Los Angeles, California 90067
Telephone: 310/277-6910
Facsimile: 310/201-0760
E-mail: mpagay@pszjlaw.com
vnewmark@pszjlaw.com

MITCHELL J. LANGBERG (CA BAR NO. 17192)
LAURA E. BIELINSKI (CA BAR NO. 264115)
BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 North City Parkway, Suite 1600
Las Vegas, Nevada 89106
Telephone: 702/382-2101
Facsimile: 702/382-8135
Email: mlangberg@bhfs.com
lbielinski@bhfs.com

Attorneys for Wynn Las Vegas, LLC d/b/a Wynn Las Vegas

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION**

In re:

GGW, BRANDS LLC,

Debtor.

Case No.: 2:13-bk-15130-SK

Chapter 11

**NOTICE OF LODGMENT OF
TRANSCRIPT OF 341(A) MEETING
OF CREDITORS OF DEBTORS**

Hearing

Date: April 10, 2013
Time: 10:30 a.m.
Place: Courtroom 1575
255 E. Temple Street
Los Angeles, CA 90017

**TO THE HONORABLE SANDRA R. KLEIN, UNITED STATES BANKRUPTCY JUDGE,
AND ALL PARTIES IN INTEREST AND THEIR ATTORNEYS OF RECORD:**

PLEASE TAKE NOTICE that Wynn Las Vegas, LLC d/b/a Wynn Las Vegas ("Wynn Las Vegas"), herein lodges a Certified Copy of the Transcript of Proceedings of 341(a) Meeting of

1 Creditors conducted April 8, 2013, which Wynn Las Vegas intends to offer as evidence at the
2 hearing on its *Motion for Order Directing the Appointment of a Chapter 11 Trustee*.

3
4 Dated: April 9, 2013

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DEPARTMENT OF JUSTICE

OFFICE OF THE UNITED STATES TRUSTEE

REGION 16

LOS ANGELES, CALIFORNIA

TRANSCRIPT OF PROCEEDINGS OF

341 (A) MEETING OF THE CREDITORS

April 8, 2013

Lisa Day, CSR No. 12960

356395



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4 LOS ANGELES, CALIFORNIA
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10 TRANSCRIPT OF PROCEEDINGS OF
11 341(a) Meeting of the Creditors
12 April 8, 2013
13 Room 2610
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24 Transcribed by Lisa Day
25 Certified Shorthand Reporter No. 12960

1 TRANSCRIPT OF PROCEEDINGS

2 * * *

3

4 DARE LAW: Good morning. Today's April 8th,
5 2013. My name is Dare Law. I'm an attorney with the
6 Office of the United States Trustees of the Central
7 District of California. This is the first meeting of
8 creditors held pursuant to 11 USC 341(a) of the
9 bankruptcy code. The debtor's name is GGW Brands, LLC,
10 case number 213BK15130SK. The case was filed on
11 February 27th, 2013.

12 Counsel, may I have an appearance please?

13 ROBERT YASPAN: Robert Mr. Yaspan proposed
14 counsel for debtor in possession.

15 DARE LAW: And other counsel?

16 RONALD TYM: Ronald Tim, T-y-m. I'm outside
17 non-bankruptcy counsel for the debtor.

18 DARE LAW: And, sir, would you state your name
19 for the record please?

20 CHRISTOPHER DALE: Yes, it's Christopher Dale.

21 DARE LAW: And in what capacity do you
22 represent the debtor?

23 CHRISTOPHER DALE: I'm the manager of the
24 debtor.

25 DARE LAW: Mr. Dale, I need to administer the

1 oath. Would you raise your right hand?

2 Do you solemnly swear to testify to the whole
3 truth and nothing but the truth so help you God?

4 CHRISTOPHER DALE: I do.

5 BY DARE LAW:

6 Q Mr. Dale, the other I've administered is the
7 same oath given in a court of law. The same penalties
8 of perjury apply. Do you understand that?

9 A Yes.

10 Q Is there any reason medically or physically
11 that you're not able to provide your truthful testimony
12 today?

13 A No.

14 Q As we go through the proceedings, if at any
15 time you do not understand my question, please let me
16 know that you do not understand and I will try to
17 rephrase the question in a manner that's more clear to
18 you. Do you understand that?

19 A Yes.

20 Q Also, as we go through the proceedings, as you
21 provide your testimony, if you are guessing, please
22 tell me it is a guess and then we will deal with it
23 accordingly. Otherwise if it's not from your personal
24 knowledge, I need to know that as well. Otherwise I'm
25 assuming it's from your personal knowledge and that you

1 are testifying and answering to the questions asked, is
2 that clear?

3 A Yes.

4 Q Did you review the bankruptcy petition before
5 it was filed with the court?

6 A Yes.

7 Q Did you sign those documents?

8 A Yes.

9 Q And do you understand that those documents are
10 also signed under penalty of perjury?

11 A Yes.

12 Q I noticed on the summary of schedules where
13 you signed, you did not date those documents?

14 A Uh-huh.

15 Q Why didn't they contain a date?

16 A There are a lot of signatures. I must have
17 missed it.

18 Q Okay. Do you recall when you might have
19 signed those documents?

20 ROBERT YASPAN: If it was filed on the 27th.

21 DARE LAW: No, the schedules were filed on
22 March 13th.

23 ROBERT YASPAN: Okay. Then we're talking
24 about March 13th date. Do you remember when you signed
25 that?

1 THE WITNESS: Either that day or the day
2 before I would imagine.

3 BY DARE LAW:

4 Q Okay. Close to the time that they were filed?

5 A Uh-huh, yeah.

6 Q All right. If there are any errors contained
7 in the schedules, would you let me know what those
8 errors are and then we can talk about how they may be
9 corrected?

10 A Sure.

11 DARE LAW: Okay. Counsel, could I just have a
12 very brief summary about what GGW Brands is about?

13 ROBERT YASPAN: GGW Brands is primarily a
14 holding company and it holds three other companies that
15 are also in chapter 11. There is activity under GGW
16 Brands, but it is in essence the sub license -- sub
17 licensee of the intellectual property and the parent
18 company of the other three debtors.

19 DARE LAW: And those three debtors would be
20 GGW Direct, LLC, GGW Events, LLC, and GGW Magazine,
21 LLC; correct?

22 ROBERT YASPAN: Yes. Not much to say in
23 connection with Brands.

24 DARE LAW: Yeah, most of it's going to be
25 indirect, I understand.

1 BY DARE LAW:

2 Q Okay. Now, Mr. Dale, you've heard what your
3 attorney has said. Is there anything he said that you
4 believe to be inaccurate that you'd like to correct at
5 this point?

6 A No.

7 ROBERT YASPAN: Feel free.

8 THE WITNESS: No.

9 BY DARE LAW:

10 Q Okay. According to the Schedule A, there is
11 no real property owned by GGW Brands; is that correct?
12 Feel free to look at the documents?

13 A Okay. Thanks. Yeah, I think that is correct.

14 Q For convenience sake, I'm actually going to
15 refer to this debtor as Brands because the other
16 debtors also have GGW in their names, so I'm going to
17 refer to those by the shortened names of either Direct,
18 Events, or Magazines, can we agree to that?

19 A Yes.

20 Q So Brands does not own any real property?

21 A That's my understanding, yes.

22 Q How long have you been manager of the debtor?

23 A Six or seven months I want to say.

24 Q And were you working for the debtor prior to
25 that?

1 A Yes.

2 Q And what was your capacity before you were
3 named manager?

4 A Director of human resources.

5 Q And how long did you hold that position?

6 A For nearly two years.

7 Q And did you have a position with the company
8 prior to that?

9 A No.

10 Q Were you working for another company?

11 A Yes.

12 Q And was that company somehow affiliated,
13 related, did business with Brands?

14 A No.

15 Q When was the company formed?

16 A It was either late October, early
17 November 2010.

18 Q And who is -- let's see, it's an LLC so it
19 would be shareholder? No?

20 ROBERT YASPAN: Member.

21 BY DARE LAW:

22 Q Member. Thank you. Who is the member of
23 Brands?

24 ROBERT YASPAN: Who owns it?

25 THE WITNESS: Pablo Holdings.

1 BY DARE LAW:

2 Q And what is Pablo Holdings?

3 ROBERT YASPAN: What does that mean, "what
4 is"?

5 BY DARE LAW:

6 Q Is it a corporation? Is it an LLC? Is --
7 what sort of entity is it?

8 A It's an LLC.

9 Q And do you know what Pablo Holdings does in
10 terms of its business?

11 A No.

12 Q And who is the member of Pablo Holdings? Do
13 you know?

14 A I -- I don't know. I don't know.

15 Q Do you have any ownership interest in GGW
16 Brands, LLC?

17 A No.

18 Q Who do you take direction from with respect to
19 the members of Brand?

20 A No one.

21 Q So is it fair to say that with respect to the
22 management of Brands, you are the ultimate
23 decision-maker?

24 A Yes.

25 Q And why did Brands file bankruptcy?

1 A I think it was a matter of finances and -- and
2 debt to income and asset ratio.

3 Q Well, according to the schedule, there has
4 been no income to this debtor for the past three years,
5 so I'm going to get into that in a little while.

6 What do you mean by debt to income ratio?

7 A I -- I -- I don't know. I don't know if it
8 had to because the other entities that it is the parent
9 company of filed. I'm not certain how to answer that.

10 Q Are you going to be testifying for Direct,
11 Events, and Magazine?

12 A Yes.

13 Q So what caused the bankruptcy filing in
14 general for Brands and to the other companies?

15 A I think it's a matter of debt to income.
16 I'm -- not being able to pay bills.

17 Q What bills was it not able to pay?

18 A Various.

19 ROBERT YASPAN: Did it have anything to do
20 with --

21 DARE LAW: Counsel, I -- I want to ask the
22 questions. So if he doesn't understand, please let him
23 tell me he doesn't understand my question. Let him
24 answer and then if we need a clarification, we can have
25 either some colloquy or I can re-ask -- rephrase the

1 question for Mr. Dale.

2 THE WITNESS: Yeah, I don't understand the
3 question.

4 BY DARE LAW:

5 Q Well, the debtor filed bankruptcy. Was there
6 a precipitating factor that caused the debtor to file
7 bankruptcy?

8 A I think legal concerns.

9 Q Like what? What do you mean by legal
10 concerns?

11 A I don't know exactly how to answer that to --
12 to make sense.

13 Q Was there some sort of lawsuit pending at the
14 time?

15 A I think it's -- it's a series of lawsuits and
16 the legal expenses defending those suits are
17 significant.

18 Q What was the nature of the lawsuits?

19 A Some had to do with people that were filmed at
20 one time or another. Some had to do with Joe Francis
21 and Steve Wynn.

22 Q Okay. Let's talk about the filming. What
23 lawsuits were either pending or had been concluded or
24 were potential lawsuits with respect to filming. What
25 does that mean?

1 ROBERT YASPAN: That's like a bunch of
2 questions.

3 BY DARE LAW:

4 Q Okay. Let me break it down. Was there any
5 pending lawsuits with respect to filming that the
6 debtor had done?

7 ROBERT YASPAN: The debtor here is brands.

8 DARE LAW: Right. Right. The debtor -- this
9 debtor is Brands.

10 THE WITNESS: No.

11 BY DARE LAW:

12 Q So there was no --

13 A Not relating to Brands.

14 Q Not against Brands?

15 A I don't think so.

16 Q And -- and I thought I saw on the schedules.
17 There was a couple new lawsuits, excuse me, by a Dana
18 Curtz is the attorney and there was -- no, that's for
19 services. I only see -- all right. Let me go through
20 them one at a time. Let me start there.

21 On -- on Schedule F, if you take a look at
22 Schedule F --

23 ROBERT YASPAN: You don't want him to look at
24 the statement of affairs --

25 DARE LAW: Huh-uh.

1 ROBERT YASPAN: -- that has the -- the
2 lawsuits?

3 DARE LAW: I'm going to go through Schedule F
4 first and then I'll come back to the statement of
5 financial affairs.

6 ROBERT YASPAN: Okay. Oh, F, that was in the
7 earlier file.

8 DARE LAW: Right. It's the -- it was filed
9 on --

10 ROBERT YASPAN: 27th.

11 DARE LAW: -- February 27th along with the
12 initial petition.

13 ROBERT YASPAN: Sorry.

14 BY DARE LAW:

15 Q Okay. For Schedule F there was the first
16 claim for Alan Michael Wade care of the Law Offices of
17 Shane M. Malade or Malade. It says, "(inaudible)
18 pending litigation re personal injury." What is that
19 debt about?

20 A I don't know.

21 Q Well, where did you get this information to
22 include this debt on the petition?

23 A Possibly from counsel or the accounting
24 department.

25 Q When you say possibly counsel, which counsel?

1 You have several counsel at the table?

2 ROBERT YASPAN: A couple.

3 BY DARE LAW:

4 Q A couple?

5 A (Inaudible) can I ask a question to my
6 counsel?

7 Q Yes, sure.

8 A Do you know what this is or remember what this
9 is.

10 RONALD TYM: Yeah, I provided the information.

11 THE WITNESS: Okay.

12 BY DARE LAW:

13 Q So Mr. Tym provided it to you?

14 A Yes.

15 Q And you had discussion about this claim with
16 Mr. Tym? I don't really want to know the -- the nature
17 of the discussion. I just want to know if you talked
18 to him about it.

19 A If -- if at all, it was brief. I don't
20 remember much about it.

21 Q Who provides direction to counsel with respect
22 to lawsuits that might be pending?

23 A I do.

24 Q So you're the interface with counsel if
25 there's a lawsuit, what's happening in the lawsuit,

1 giving direction about a position the company might
2 want to take?

3 A Typically, yeah, there are several people
4 including myself.

5 Q Who would the other people be?

6 A The company has an in-house -- well, it could
7 be a human resources person.

8 Q And who would that be?

9 A Amy Johnson.

10 Q And she's HR director right now?

11 A I think that's her title.

12 Q And who else?

13 A Occasionally managers of -- of different
14 departments.

15 Q What departments?

16 A Could be production department.

17 Q Any others?

18 A I think that's it.

19 Q So to recap, you say you are the ultimate
20 decision-maker with respect to what happens with
21 litigation for the company?

22 A I'd say yes.

23 Q Okay. And you say you don't know what this
24 personal injury suit is about?

25 A It doesn't ring any bells, no.

1 Q Now, what about the claim of Brian J. Rayment?
2 It says, "for services rendered to others." What is
3 the nature of this debt?

4 A Brian Rayment is a former attorney, I think of
5 either Rayment Francis -- Joe Francis or other entities
6 he's had connection with in the past and I think there
7 is a debt between himself, Joe Francis, and Brian
8 Rayment, that he Rayment is seeking to have satisfied
9 by the -- one of these entities. I guess Brands in
10 this case.

11 Q Did he represent Brands?

12 A I don't know that he did.

13 Q But you're saying you believe he was the
14 former attorney for Mr. Francis personally?

15 A I think so.

16 Q How long ago was this debt incurred? It says
17 2011 to 2012.

18 A I -- I guess that's right. I don't know.

19 Q And why is the debt disputed?

20 A Well, I think it's a debt that doesn't -- it
21 has nothing to do with services that were provided to
22 Brands.

23 Q Has he sent an invoice to Brands?

24 A I don't believe so.

25 Q Then why would Brands list it if he hasn't

1 sent an invoice to Brands?

2 A I don't know.

3 Q You don't know?

4 A I'm not certain.

5 Q Well, when you reviewed the schedules with
6 your attorney as you believe that -- I believe you said
7 at the beginning of the case that you did, did you see
8 that this debt was on there?

9 A Yes.

10 Q And if you don't believe that belongs to the
11 debtor and the debtor may not owe it, why would you
12 list it?

13 ROBERT YASPAN: Objection. Calls for a legal
14 conclusion. The -- the claims that are listed include
15 claims that are asserted and disputed and any claim
16 whatsoever that's out there so that they get notice, he
17 would not know that.

18 BY DARE LAW:

19 Q Okay. What is Eckhoff Blutt, LLP?

20 A This is an attorney who did -- provided
21 services to Brands.

22 Q So the services were actually provided to
23 Brands?

24 A I believe so.

25 Q And what sort of services were provided?

1 A Legal representation.

2 Q Was it along the lines of litigation or
3 contracts?

4 A It was litigation.

5 Q What was the nature of the litigation?

6 A I believe this was related to one of the Steve
7 Wynn cases.

8 Q With the Steve Wynn cases? You mean the Wynn
9 claim against Mr. Francis?

10 A I think there -- there's so many aspects of
11 the Wynn case, I don't know. I believe some of them
12 crossed over at least on paper or were attempted to be
13 crossed over into Brands by Wynn.

14 Q So when was Eckhoff Blutt hired?

15 A Sometime in 2012.

16 Q And were you the contact person that dealt
17 with Eckhoff Blutt?

18 A One of them, yeah.

19 Q And who were the other people?

20 A Well, I'd be the one who dealt with on the --
21 for the most part.

22 Q And has Eckhoff Blutt submitted a bill to
23 Brands for legal services?

24 A I believe so.

25 Q So then why is their claim disputed?

1 A I don't believe -- I -- I would say that we
2 don't believe the services were provided that were
3 billed.

4 Q Does that mean -- for clarification purposes,
5 does that mean that you don't believe that the debtor
6 owes \$75,796, like that specific amount? They may owe
7 more? They may owe less?

8 A I'd say that's right, yeah.

9 Q Do you dispute that there's some money owed to
10 Eckhoff Blutt?

11 A No.

12 Q And who signed the retainer agreement with
13 Eckhoff Blutt if Brands was being represented by them?

14 A I don't know.

15 Q It wouldn't be yourself?

16 A Well, I don't believe I was manager at the
17 time that the counsel was originally retained.

18 Q Who was manager prior to yourself?

19 A I believe it was Rafael Bernardino.

20 Q And is Mr. Bernardino still with the company?

21 A No.

22 Q Is he with any of the GGW companies?

23 A No.

24 Q Is he with any company that does business or
25 is related to or affiliated with any of the GGW

1 companies?

2 A No.

3 Q So he's not working with the companies at all?

4 A Right.

5 Q Whether it's Brands, Direct, Events, or
6 magazine?

7 A That's right.

8 Q And what is -- I'm probably going to miss
9 pronounce this. E-gats?

10 A I think it's E-Tags.

11 Q Oh, E-Tags. Okay.

12 A Yeah.

13 Q Okay. What is E-Tags?

14 ROBERT YASPAN: Just like it's spelled.

15 THE WITNESS: Yeah, E-Tags is -- is -- is a
16 term I learned if I can use it here called patent
17 trolling where folks will go out and try to find
18 something that exists in the common world that has yet
19 to be patented. In this case E-Tags claims that just
20 about anything you can imagine, this binder, would it
21 have a computer readable component along with it, that
22 that is their patent. So they claimed that because
23 there was -- where in the past physical GGW magazines
24 for Girls Gone Wild, magazines that had DVDs in them
25 and those could be read by a computer, that infringed

1 on their patent.

2 BY DARE LAW:

3 Q So did they file a lawsuit?

4 A Yes.

5 Q And what's the status of that lawsuit?

6 A I'm not certain at this point. I -- I think
7 it's -- it -- there were -- there were motions for this
8 to be dismissed and those were fought. I don't know
9 where it stands as we sit here today. I think it's
10 still active.

11 Q Who is the contact person for the attorney
12 handling this lawsuit?

13 A For GGW?

14 Q Yes.

15 A I believe it's -- oh, goodness gracious. I
16 can't think of -- can you think it was that piece?

17 ROBERT YASPAN: (Inaudible) help.

18 THE WITNESS: I'm sorry. Can I --

19 BY DARE LAW:

20 Q I need an answer first. If you know --

21 A Yes, I don't -- I don't know.

22 Q -- you know, if you don't know, tell me you
23 don't know --

24 A I don't know.

25 Q -- and then I'll -- I may ask counsel.

1 A Yeah, I do not remember the gentleman's name.

2 Q Who is the attorney handling this lawsuit, if
3 you know?

4 ROBERT YASPAN: For Brands?

5 BY DARE LAW:

6 Q For Brands.

7 A I thought -- isn't that what you just asked
8 me?

9 Q No, I wanted to know the internal person. Was
10 it you who interfaces with the outside attorney?

11 A Oh, got it. Got it. Got it. Got it. I
12 think generally it's Mr. Tym who interfaces with them
13 to answer your last question. I don't recall the name,
14 which is what I thought you were asking in the first
15 place, of the attorney who's handling this directly for
16 Brands.

17 Q So who on the inside works with Mr. Tym to
18 provide Brands' point of view? Because attorneys don't
19 make decisions on their own without client input.

20 A Generally myself.

21 Q Okay. So you work with Mr. Tym regarding
22 litigation?

23 A That's right.

24 Q At least this particular litigation. So
25 Mr. Tym, do you know who outside counsel is for the

1 debtor other than yourself?

2 RONALD TYM: I believe the name is Pete
3 Chazman with Winston Strawn.

4 BY DARE LAW:

5 Q And Winston and Strawn represented Brands?

6 A Yeah, they -- there were a number of
7 defendants, even some outside of the GGW family and so
8 they represented all the defendants and costs were
9 apportioned.

10 Q When you say GGW family, does that also mean
11 companies that work with GGW on Girls Gone Wild
12 products or --

13 A No, I just meant --

14 Q -- similar products?

15 A I just meant the four debtors here, GGW
16 Events, Magazine, and Direct.

17 Q Right. But did Winston and Strawn also work
18 with other companies that may interface --

19 A No.

20 Q -- that have the same parent holding company?

21 A No.

22 Q So is Winston and Strawn owed any money? I
23 don't see them as listed as a creditor. Mr. Dale, do
24 you know?

25 A I don't know.

1 Q Counsel, I need you to look into that to see
2 whether in fact they are a creditor if they had
3 represented Brands.

4 And do you know, Chris, may have signed the
5 retainer agreement on behalf of Brands?

6 A I don't know.

7 Q Was this litigation pending when you became
8 manager?

9 A Yes.

10 Q Okay. And then there is the attorney for
11 Wynn, it says notice only but no dollar amount owed.
12 That -- does this relate to the litigation that Wynn
13 has against Joe Francis?

14 A Yes.

15 Q And then there is the Tamara Favazah claim?

16 A Yeah.

17 Q What is that for?

18 A I believe it has to do with someone who was
19 filmed who was not 18. I don't remember directly
20 though.

21 Q And who was handling this litigation on behalf
22 of the debtor?

23 A I don't remember.

24 Q The attorney? You don't know the outside
25 attorney?

1 A Right. I can't remember the name.

2 DARE LAW: Counsel, do you recall who the
3 outside attorney might be?

4 ROBERT YASPAN: I believe the name -- the name
5 of the firm was Barry and Maxim, but they have
6 withdrawn -- they withdrew shortly the filing of the
7 petition.

8 BY MS. LAW:

9 Q And what is the status of the litigation with
10 Ms. Favazah?

11 A As concerns these entities, it's stayed,
12 but --

13 Q Right, but at -- before it got stayed, where
14 were we?

15 A It was still determining whether proper
16 service had been made and whether there was personal
17 jurisdiction over GGW Brands.

18 Q Where is the lawsuit pending?

19 A In federal court in St. Louis.

20 Q And then the Wynn Las Vegas, there's just over
21 \$10 million claim. It says, "Alter ego claim against
22 debtor for judgment suffered by Joe Francis."

23 And what is that claim about?

24 A I believe it's an attempt to collect on the
25 judgment that is against Mr. Francis.

1 Q And is there a lawsuit against the debtor
2 pending on this?

3 A Don't know.

4 Q Since you became manager, have you interfaced
5 with any attorney on behalf of Brand with respect to
6 this Wynn claim?

7 A If at all, only Mr. Tym.

8 Q According to your Schedule B, you can turn to
9 it if you like, it says that --

10 ROBERT YASPAN: B as in --

11 THE WITNESS: Is it in this same section?

12 BY DARE LAW:

13 Q Right, B, personal property. It says that the
14 debtor holds 100 percent membership interest in GGW
15 Direct, LLC, and you value that interest at
16 3.3 million. How did you term that value?

17 A As a, I believe, combined assets of the other
18 three entities you mentioned.

19 Q Well, it says here Direct is 3.3 million by
20 itself, Magazine is valued at 100,000, and Events is
21 valued at \$336,000. How did you determine these
22 values?

23 A Based on sales, assets.

24 Q Is it book value or liquidation value?

25 A I don't know the difference of that actually.

1 Q Now, it says here that there's \$4,000 due from
2 affiliates. What would that be from?

3 A Due from affiliates, due to -- maybe amounts
4 that are due back that were over paid. I'm not
5 certain.

6 ROBERT YASPAN: There's a due from due to
7 chart and this is the net number as of some date before
8 the filing.

9 BY DARE LAW:

10 Q Did you provide a due from due to chart?

11 ROBERT YASPAN: I believe we gave you the
12 balance sheet. Those numbers are on the balance sheet.

13 BY DARE LAW:

14 Q On Schedule B number 23 it says licensees,
15 franchises, and other general intangibles but it says
16 none. Does Brands have any interest in any
17 intellectual property?

18 A I don't believe so.

19 Q I believe earlier there was a comment that
20 Brands was a licensee of some intellectual property.
21 Did I hear that earlier?

22 ROBERT YASPAN: You heard sub licensee.

23 BY DARE LAW:

24 Q Sub licensee. Okay. What is the intellectual
25 property for that sub licensee?

1 A I believe the use of -- I think it's Girls
2 Gone Wild.

3 Q The brand name Girls Gone Wild?

4 A I believe so, yeah.

5 ROBERT YASPAN: Yeah, that'll have to be
6 amended. Go ahead.

7 RONALD TYM: Technically it's correct that all
8 licenses to Brands were terminated prior to the filing
9 of this bankruptcy. There's a new trademark agreement,
10 but that is with Direct.

11 DARE LAW: So who terminated the agreement on
12 the sub licensee.

13 ROBERT YASPAN: You're right. It's with
14 Direct. Thank you.

15 BY DARE LAW:

16 Q Mr. Dale, who terminated the agreement with
17 the licensor?

18 A I'm not certain. I think -- I don't know.

19 Q Who was the licensor if Brands was the sub
20 licensor?

21 A I don't know.

22 ROBERT YASPAN: Mr. Tym might know.

23 BY DARE LAW:

24 Q Can you explain to me what your duties are
25 as a manager? Because every organization works a

1 little bit differently, so can you explain to me what
2 you do as a manager?

3 A Make decisions on hiring and firing, sign
4 checks when there's a bill to be paid, general
5 direction of the business.

6 Q And what is your day-to-day like?

7 A Working with the department heads to run the
8 business.

9 Q And how many hours do you normally work a
10 week?

11 A Pretty limited.

12 Q Why would it be limited?

13 A I don't know. Maybe just a couple hours a
14 week.

15 Q For Brands or for all the four debtors?

16 A All four.

17 Q Do you hold a job outside of being manager for
18 whether it's Brands or the other three entities?

19 A Yes.

20 Q Oh, what is it that you do outside of working
21 for Brands and -- and the other three entities?

22 A Human resources work for another company.

23 Q And what is that other company?

24 A Movie Clips.

25 Q And Movie Clips in any way affiliated with

1 Brands, Direct, Events, Magazine, or Perfect Science
2 Lab?

3 A No.

4 Q So it's a third party totally unaffiliated
5 with Joe Francis or any of these other entities?

6 A That's right.

7 Q And what is your salary for Brands or the
8 three debtor entities?

9 A It's \$24,000 a year.

10 Q I thought I saw something that said you were
11 making about 75,000, whether it's for Brands or one of
12 the other entities?

13 A I had at one time, but not as manager.

14 Q So when you say you work a few hours, can you
15 quantify that a little bit more?

16 A Maybe four or five hours a week.

17 Q So if somebody needs something on a particular
18 day because something is happening with the company,
19 who would they go to?

20 A Their manager potentially or to me. I'm
21 always available via cell phone or e-mail.

22 Q So can you explain to me the structure of the
23 business? Let's say you're at the top, and then how
24 does the structure flow from you?

25 A There are a couple of VPs over the main

1 departments.

2 Q And what are the main departments?

3 A The online team.

4 Q Uh-huh.

5 A The production team and probably the
6 accounting team. Those probably comprise the main
7 aspects.

8 Q Can you tell me is there different divisions
9 or departments for people who only work for Brands?
10 And I know that -- that the employees are leased
11 through Perfect Science. So when I say work, I know
12 that they come from Perfect Science Labs, but in terms
13 of the debtor entities, are there people that only do
14 Brands and then only work for Direct and only work for
15 Events and only work for Magazine?

16 A Don't think so, no.

17 Q So then how do you allocate time for each
18 separate entity in terms of making payments to Perfect
19 Science so those people could be paid for their time?

20 ROBERT YASPAN: That assumes something not in
21 evidence, that he's the one that actually allocates
22 that.

23 DARE LAW: Well, he can tell me whether he is
24 or not.

25 ///

1 BY DARE LAW:

2 Q Are you the one who allocates those people to
3 those different tasks and different companies?

4 A If allocations are done, either myself or the
5 accounting department.

6 Q I'm sorry, I didn't hear what you said.

7 A If any allocations are done, it would either
8 be myself or the accounting department in some
9 capacity.

10 Q Well, who makes the decision of Direct needs
11 more people, Events may need for people, Brands may
12 need more people? Who makes that decision?

13 A The department heads with myself.

14 Q So do they consult you on that decision?

15 A Yes.

16 Q And -- and when you say there's various
17 department heads, are they working for Brands or Direct
18 or Events or Magazines? Who do they work for?

19 ROBERT YASPAN: Gotta be compound. So you
20 mean who do they work for?

21 BY DARE LAW:

22 Q Yeah, like is there a division head, a VP,
23 that is in Brands that only does production for
24 example?

25 A Yes, but it crosses over a lot, so I don't

1 think there's anyone strictly dedicated or the VP level
2 to one of these entities.

3 Q So when -- and please speak up a little bit
4 because I'm told that other people can't hear you.

5 So how is it allocated in terms of making
6 payment to Perfect Science Lab when the debtors have to
7 make payment for employee time for whatever the
8 agreement is with Perfect Science, how do you decide
9 which debtor pays how much?

10 A I don't know.

11 Q Well, who would know that?

12 A Our accounting department.

13 Q So what is your role in determining, if any,
14 allocation of human resources among the four entities?

15 A Well, if one of the entities needs a new
16 employee for example, I'd be involved in that decision.
17 But in terms of figuring out percentages of who does
18 that time for which, if that's part of your question, I
19 don't --

20 Q Yes, that's part of my question.

21 A Yeah, I don't make decisions like that.

22 Q Well, who makes that decision?

23 A I'd say the accounting department.

24 Q And do they have to ask you as manager, this
25 is what we want to do? Is it okay? Or do they have

1 authority to just go ahead and do it on their own?

2 A I -- I'd say between the accounting and the
3 department heads, they have authority to make decisions
4 of that nature.

5 ROBERT YASPAN: We have brought with us a
6 director of accounting, director of human resources
7 that are in the room here should --

8 DARE LAW: Yes, I can see them.

9 ROBERT YASPAN: I know, but it's not on the
10 record that they're here.

11 DARE LAW: Yeah, that's fine. Okay. Because
12 they're not managers, I'm not going to take testimony
13 from them even though they may have knowledge. I'm
14 only going to take testimony from an authorized
15 representative of the debtor in terms of managers or
16 members. So since Mr. Dale is the only one here who's
17 a manager, I'm only going to take the testimony from
18 Mr. Dale.

19 Now, I may ask you to provide information
20 which you can give to me in written form later to
21 answer some of these questions if Mr. Dale doesn't
22 know. So for example, in this line of questioning, I
23 would like to know who are these VPs of production,
24 accounting, online, and what -- how many personnel are
25 staffed for each one because when we get to a

1 disclosure statement, if there's payroll and those
2 sorts of things, I want to know how that's allocated to
3 each individual debtor, particularly because right now
4 they still are four separate debtors, four separate
5 legal entities.

6 ROBERT YASPAN: All right. So you want names
7 first?

8 DARE LAW: Yes, I want names first and then
9 number of personnel under each debtor.

10 ROBERT YASPAN: Do you understand what she
11 wants?

12 THE WITNESS: Yes.

13 ROBERT YASPAN: Okay.

14 THE WITNESS: I -- I think it -- just to sort
15 of help clarify, right now as I think we've indicated
16 in prior meetings, the four companies don't really act
17 like four different companies. So the leasing is
18 leasing of employees from Perfect Science Labs to GGW
19 Direct. So you have those employees of GGW direct and
20 then there's no real allocation among the other
21 entities. You know, I think part of the confusion was,
22 you know, they may be assigned tasks that have to do
23 with the Magazine or Events, but technically they're
24 all just leased by Direct and paid by Direct.

25 ///

1 BY DARE LAW:

2 Q So if fair to say, Mr. Dale, that there really
3 is no strict separation of Brands, Direct, Magazines,
4 Events?

5 A Yes.

6 ROBERT YASPAN: That's a legal conclusion.

7 BY DARE LAW:

8 Q Well, let me -- let me ask it a different way.
9 Because --

10 ROBERT YASPAN: Give me a chance to say
11 something.

12 THE WITNESS: Sure.

13 BY DARE LAW:

14 Q If you don't understand my question, let me
15 know, but with -- in terms of how the separate debtors
16 operate among themselves, your attorney has told me
17 that there's not a strict delineation, most of the
18 people work for Direct or doing what Direct needs, but
19 there's no strict allocation for Brands, Events, and
20 Magazine.

21 So how and when is it decided that people are
22 going to do things for either Brands, Events, or
23 Magazines if they're mostly working for Direct?

24 A I think it's a decision made by department
25 heads.

1 DARE LAW: Okay. And, Counsel, you're going
2 to provide me who those department heads are.

3 ROBERT YASPAN: You didn't --

4 DARE LAW: I asked --

5 ROBERT YASPAN: Do you know the names?

6 BY DARE LAW:

7 Q Do you know the names of your department
8 heads? Like who's the online VP? And who is that?

9 ROBERT YASPAN: You have to say yes or no.

10 THE WITNESS: Yes.

11 BY DARE LAW:

12 Q And who is the online VP?

13 A Ron Villanueva.

14 Q And who is the VP of production?

15 A Brian Lord.

16 Q And who is the VP of accounting? I'm using
17 the term VP because that's what you said.

18 A Yeah, I don't think that's probably the right
19 title for -- for accounting.

20 Q And who is head of accounting?

21 A Mandy Isaac.

22 Q Are there any other heads of departments?

23 A Those are the main ones.

24 Q And who do these people report to?

25 A Me.

1 Q Do they report to any other persons?

2 A No, among -- among each other, but no, not
3 directly.

4 Q Now, according to your Schedule B, this debtor
5 Brands does not own any cars, trucks, trailers,
6 vehicles, things like that?

7 A That's correct.

8 Q And there are no secured creditors in this
9 case?

10 A I don't believe so.

11 Q Now, let's go back to the licensing agreement.
12 Who decided to terminate that sub licensing agreement
13 for the brand Girls Gone Wild?

14 A I learned about it through counsel, but I'm
15 not sure who made that decision.

16 Q Was it made during your tenure as manager?

17 A May I speak with counsel?

18 Q Sure (inaudible) your counsel.

19 A Yeah, yeah, yeah, that's what I thought.

20 That's what I thought. Yeah, the decision was not made
21 by me. It was terminated by the holder of the
22 intellectual property rights.

23 Q And who holds that property right?

24 A Path Media.

25 Q And is Path Media somehow affiliated, related

1 to, works with other than the renting of the licensing
2 agreement with the parent company of the debtor? The
3 Path Media -- wait, hold on. Let me see.

4 Who's Path Media again? Tell me who Path
5 Media is again.

6 ROBERT YASPAN: I don't think we're at again.

7 BY DARE LAW:

8 Q First time. Does the parent -- oh, Pablo
9 Company is the holding company.

10 Does Pablo Company have any interest in Path
11 Media? Do you know?

12 A I don't know.

13 Q Is Path Media related to any of the members of
14 either Brands, Direct, Events, or Magazine?

15 ROBERT YASPAN: Well, he's the member of
16 Brands.

17 DARE LAW: Right.

18 ROBERT YASPAN: And Brands is the member of
19 the other three.

20 DARE LAW: Yes.

21 ROBERT YASPAN: So you're either asking
22 whether he or Brands has a relationship with Path.

23 DARE LAW: Member, not manager. Member.

24 ROBERT YASPAN: Member, that's right.

25 DARE LAW: Yeah. So do --

1 ROBERT YASPAN: Oh, manager, that's right.

2 DARE LAW: Yeah, he's the manager.

3 ROBERT YASPAN: Right.

4 DARE LAW: But I'm asking do any members own
5 Path Media?

6 THE WITNESS: I don't know.

7 BY DARE LAW:

8 Q Do you know who owns Path Media?

9 A No.

10 Q And why did Path Media terminate the sub
11 licensing agreement?

12 A I don't know.

13 Q They didn't notify you that they were going to
14 make the termination?

15 A I learned about it through counsel, but I'm
16 not certain of the reasons for it.

17 Q Did they send a letter of termination?

18 A That we received a letter for, yes.

19 Q Did you see it personally?

20 A I believe so.

21 Q Did they state a reason why they were
22 terminating?

23 A May I speak with counsel again?

24 Q Well, if -- I want you to let me know if you
25 recall first or not.

1 A I -- I don't -- I don't -- no, I do not.

2 Q Okay. Then go ahead and speak with your
3 counsel.

4 A Yeah, yeah, there was no reason given.

5 Q Was there a written sub licensing agreement?

6 Yeah, can you speak up a little bit? Was there a -- a
7 written licensing agreement?

8 A I don't think there had been.

9 Q It was oral?

10 A I don't know.

11 Q Do you know what the terms of the licensing
12 agreement were?

13 A No.

14 Q Do you know if there were royalty payments due
15 under that licensing agreement?

16 A I don't.

17 Q I'm sorry, I can't --

18 A I do not know.

19 Q Who would know that information?

20 A Possibly counsel or accounting department.

21 Q And which counsel would it be when you say
22 "counsel"?

23 A I imagine potentially Mr. Tym, if -- if
24 anyone. I don't know.

25 Q I'm sorry, you're very soft spoken and we have

1 like people sitting way in the back. We have people
2 sitting on the -- so please speak up. I know it's --
3 you're normally soft spoken, but I'm asking you to
4 speak up a little bit.

5 A If -- the counsel I'm referring to is Mr. Tym.

6 Q Would there be any other counsel involved
7 other than bankruptcy counsel?

8 A Possibly.

9 Q Do you know how long that licensing agreement
10 would have lasted prior to termination?

11 A No.

12 ROBERT YASPAN: But for termination.

13 BY DARE LAW:

14 Q But for termination. Prior to termination.
15 Same thing. I mean, before termination, how long was
16 it supposed to go?

17 A I don't know.

18 Q How long ago did you -- when I say you, I mean
19 Brands -- get the termination letter?

20 A I don't remember. It was -- if I may ask
21 counsel.

22 Q You don't know, you don't know?

23 A I don't know.

24 Q So I recall your counsel saying that there was
25 a new agreement. Is that with Path Media?

1 A I believe so.

2 Q Who negotiated the new agreement?

3 A Counsel.

4 Q Were you involved in that negotiation?

5 A To a limited degree.

6 Q Why limited?

7 A I trust the folks working with me to make
8 decisions.

9 Q But who made the ultimate decision of what the
10 terms of that new agreement might be?

11 A Myself and counsel.

12 Q And what are the terms of that new agreement?

13 A I don't remember the specifics.

14 ROBERT YASPAN: But we did deliver that to
15 you.

16 DARE LAW: Okay. I'm just trying to get some
17 background.

18 ROBERT YASPAN: Fair enough. But you have the
19 agreement.

20 BY DARE LAW:

21 Q Okay. And who signed the agreement on behalf
22 of the debtor?

23 A I did.

24 Q And do you know how long that agreement goes
25 to?

1 A I believe it's through the end of May this
2 year.

3 Q Is it -- I don't have the agreement in front
4 of me. Is it at least a one-year term that you signed
5 for?

6 A I don't think so.

7 Q Why so short?

8 A I -- I think it was the only terms that Path
9 would allow.

10 Q And who at Path were you negotiating with?

11 A It was done through counsel. I don't know.

12 Q Who was their counsel? Do you know?

13 A I don't remember.

14 ROBERT YASPAN: Their counsel or his counsel?

15 BY DARE LAW:

16 Q Path's counsel, if you know?

17 A No, I don't know.

18 ROBERT YASPAN: I -- the record should say
19 it's getting close to 10:00. The questions you're
20 asking go beyond Brands and of course you're being --

21 DARE LAW: I thought the sub licensing
22 agreement was with Brands?

23 ROBERT YASPAN: Well, hold on. Let me finish.
24 The -- the questions you're asking are being, of
25 course, led by the answers, which indicate that there's

1 a great deal of commonality. I would like you to --
2 for the record -- call Direct and start the Direct
3 341(a) as well.

4 DARE LAW: No, I'm going to run long on this
5 because I don't think I'm going to go much longer on
6 Brands. I think the parties here -- does anybody mind
7 me going a little bit longer on Brands that you want me
8 to immediately start Direct? I mean, it's --

9 ROBERT YASPAN: No, I want to run them
10 concurrently.

11 DARE LAW: Oh, no, I'm not going to run them
12 concurrently. I'm going to do something with Brands
13 and then I'm going to call Direct and if I need to
14 continue this and then call Direct, I will. And if we
15 somehow later want to merge them, we will. But right
16 now, since they're still separate corporate entities, I
17 need to make separate records.

18 ROBERT YASPAN: You may have to make separate
19 records, but I don't want to give creditors four
20 different chances to ask questions. They get one
21 chance.

22 DARE LAW: No, they get four chances. It's
23 four separate entities, they get four separate chances.
24 It's -- because they're not substantively consolidated,
25 they're not even jointly administered, but even in

1 joint administration, they're four separate entities.
2 I could have set these one week apart and they would
3 have had -- so I set them back to back because that's
4 convenient for me, but they're four separate legal
5 entities. I have to give them an opportunity to ask if
6 they're creditors in each individual case.

7 ROBERT YASPAN: I understand what you're
8 saying, but I do have to leave after the morning so --

9 DARE LAW: Well, the last one is scheduled for
10 12:00 and normally they're scheduled an hour apart. I
11 will continue these if we run out of time and you need
12 to go, but --

13 ROBERT YASPAN: That's fair.

14 CHRISTOPHER DALE: -- I don't expect Events
15 and Magazine to take that much -- that much time
16 because, as you say, they weren't that --

17 ROBERT YASPAN: Active --

18 DARE LAW: -- busy and -- and active; right?
19 Because they had very limited business. Direct had a
20 lot of business so I think that's going to run a little
21 bit long, but I expect Magazines and Events not to go
22 that long.

23 ROBERT YASPAN: Fair enough.

24 DARE LAW: Okay. Did anybody want me to start
25 Direct or can I continue with Brands for a little bit?

1 Okay. I don't hear any objections for me to go a
2 little bit longer on Brands, so I'm just going to try
3 to move this along.

4 BY DARE LAW:

5 Q Okay. So the IT with Path Media, did you know
6 who that counsel for Path Media was?

7 A I think IP or IT, I --

8 Q The counsel for -- the attorney for Path Media
9 who you were --

10 A No.

11 Q -- negotiating with?

12 A The no.

13 Q Did you ever meet them?

14 A No.

15 Q And -- and in terms of the rights that you
16 have under the licensing agreement, is it similar to
17 the previous sub licensing agreement?

18 A I don't have knowledge of the -- that previous
19 agreement, so I don't know.

20 Q What are the terms of the new agreement? You
21 say it goes until May, but what about payments and
22 those sorts of things, royalty payments?

23 A I don't remember the specifics.

24 Q Do you know if payments are due monthly or
25 quarterly or some other period?

1 A I don't remember.

2 Q Have any payments been made to Path Media for
3 use of the intellectual property?

4 A I don't recall.

5 ROBERT YASPAN: He may not recall, but we've
6 given you the agreement and it lists it at page 2 what
7 payments were made.

8 BY DARE LAW:

9 Q Okay. And that agreement was made before --
10 sorry, after the bankruptcy filing so it doesn't show
11 up on the executory contract and the previous agreement
12 you say was terminated prior to the filing; is that
13 correct?

14 A I think that's right if I --

15 Q Okay. But executory contracts should still
16 include the employee agreement with Perfect Science
17 Lab, shouldn't it? This is for counsel.

18 ROBERT YASPAN: The what?

19 DARE LAW: The executory contracts and
20 unexpired leases, you have an employee agreement with
21 Perfect Science Labs, so shouldn't that be on this
22 Schedule G?

23 RONALD TYM: Well, again, that agreement is
24 just with GGW Direct.

25 DARE LAW: But not with Brands?

1 RONALD TYM: Correct. And also the trademark
2 agreement is just for GGW Direct, not with Brands.

3 DARE LAW: Oh, okay.

4 BY DARE LAW:

5 Q Is that correct, Mr. Dale, if you know?

6 A I trust that that's correct.

7 Q So does Brand have any employees at all or
8 anybody --

9 ROBERT YASPAN: Leased --

10 BY DARE LAW:

11 Q -- leased specifically just for Brands?

12 A I don't think so. I don't think so.

13 Q Now, with respect to co-debtors, does any --
14 any other persons or entities owe any of this -- the
15 debts on behalf of Brands because your Schedule H says
16 none.

17 A I don't think so.

18 Q It says on the statement of financial affairs
19 in 2011 there was no revenues whatsoever for Brands; is
20 that correct?

21 A I believe so.

22 Q Were tax returns filed or were they required?

23 A I don't believe they were required.

24 Q And it says in 2012 there's no revenues on
25 behalf of Brands; is that correct?

1 A I believe so.

2 Q And as of the beginning of the year to the
3 time of filing, there was no revenue in 2013 on behalf
4 of Brands; is that correct?

5 A I believe so.

6 Q Does Brands have office space or expenses?

7 A I don't think so.

8 Q So there's no expenses affiliated with Brands?

9 A I don't believe so.

10 Q So there's no rent payment or sub rent payment
11 owed by Brands either?

12 A I believe that's correct.

13 Q And we've already talked -- at least touched
14 upon the statement of financial affairs because I went
15 through it actually through Schedule F, so I don't need
16 to ask that.

17 The payment to your attorney Mr. Yaspan, that
18 was paid by Direct. Does -- is it expected that Brands
19 is going to have to pay that money back to Direct?

20 A Huh, I don't believe so.

21 Q And I see Mr. Tym here also, is he going to be
22 employed by the debtor to continue his work?

23 ROBERT YASPAN: We have not yet discussed
24 that, so I'm not going to let him answer that question
25 right now.

1 DARE LAW: Okay. Well, Mr. --

2 ROBERT YASPAN: Because that's between the two
3 of them.

4 DARE LAW: Okay. But Mr. Tym apparently is
5 spending time working whether it's for Brands or any of
6 the other three cases because he met us at the initial
7 debtor interview, you were at the site visit, you're
8 here today.

9 Is it expected that either this debtor or any
10 of the other three debtors are going to have to pay for
11 Mr. Tym's time for appearing at these meetings?

12 THE WITNESS: Likely, yes.

13 ROBERT YASPAN: Whether or not it's expected,
14 they will only be paid, you can be assured, with an
15 order of court.

16 DARE LAW: Right. But I'm concerned. Is
17 Mr. Tym going to file an employment application?
18 Mr. Tym?

19 RONALD TYM: I think I mentioned at our last
20 meeting that I'm ramp -- ramping down my
21 representation. I'm just sort of here as a resource.
22 Mr. Yaspan and his firm --

23 DARE LAW: Are you charging time to be here
24 though?

25 RONALD TYM: No.

1 DARE LAW: So you're not expecting payment for
2 the initial debtor interview, being at the site visit,
3 or here today?

4 RONALD TYM: (Inaudible).

5 DARE LAW: Okay. I have to think about that
6 one, whether he actually still needs to even if he's
7 working for free.

8 ROBERT YASPAN: By the time you think about
9 it, he will no longer be --

10 RONALD TYM: So unusual.

11 BY DARE LAW:

12 Q And how long has Brands been using Mr. Tym's
13 services, if you know?

14 A I don't remember exactly.

15 Q Was it an hourly arrangement or was it a
16 monthly retainer?

17 A A monthly retainer.

18 Q Like a flat amount per month? And how much
19 was it per month?

20 A I believe it was 10,000; is that correct?

21 Q And which of the entities paid that?

22 A I think Direct.

23 Q Okay. On the statement of financial affairs
24 number 11 it has three bank accounts, Wells Fargo,
25 National Bank of California.

1 Why did the debtor have bank accounts if it
2 had no income or expenses?

3 A Well, I think an example of any (inaudible)
4 would be like it's -- it's actual filings with the
5 state or -- or like parasite corporation, that kind of
6 thing. So it had super limited expenses but for -- for
7 that reason.

8 Q And the National Bank of California, it had a
9 closing balance of \$26,308. What happened to that
10 money?

11 A I don't know.

12 Q And where would the source of that money be
13 from?

14 ROBERT YASPAN: Of these exact dollars?

15 BY DARE LAW:

16 Q Well, the monies that are in this account,
17 where would the money come from?

18 ROBERT YASPAN: That's a different question.
19 Okay.

20 THE WITNESS: I'm not certain.

21 BY DARE LAW:

22 Q Yeah, the source of the money, where'd it come
23 from? You don't know?

24 A I don't know.

25 Q And who was the signatory on these accounts?

1 A I believe just the Wells Fargo was myself.

2 Q And what about the national bank of
3 California?

4 A I'm not certain.

5 Q That was closed, it says, on November 26th,
6 2012. Do you know that to be true?

7 A It sounds right, but I can't say that it was
8 that precise date.

9 Q And what was your start date as manager? You
10 said around October or November?

11 A Yeah; right around that time.

12 Q So was this closed when you were manager or
13 when somebody else was manager?

14 A I think when I was manager.

15 Q And did you sign the documents to close that
16 account?

17 A I believe it was closed -- the bank itself
18 closed the account. It's not the other way around.

19 Q Why would the bank close the account if there
20 was a positive balance in there?

21 A I don't know.

22 Q Okay. Counsel, I'm going to ask you for
23 information on that account. Where did the proceeds go
24 from that account?

25 ROBERT YASPAN: Okay. So this is Brands?

1 DARE LAW: Yes.

2 ROBERT YASPAN: National Bank.

3 DARE LAW: Because Mr. Dale testified that the
4 bank closed the account and I'd like to know why they
5 closed it and where the proceeds went.

6 ROBERT YASPAN: I'm sorry, you want me to find
7 out from the bank why it closed it?

8 DARE LAW: Well, usually in the letter it says
9 something, you know, that we're closing your account.
10 And I've never seen them close an account with a
11 positive balance in it.

12 ROBERT YASPAN: Depends on the -- well, fine.

13 BY DARE LAW:

14 Q Okay. Did Brands have any credit cards issued
15 under that corporate name for any individuals?

16 A I'd have to ask our accounting department. I
17 don't know off the top of my head.

18 Q Because I know after the American Express, I
19 think that was all under Direct (inaudible).

20 A I think so.

21 ROBERT YASPAN: We produced the American
22 Express records and it's -- it says Brands on it.

23 DARE LAW: Does it say Brands?

24 THE WITNESS: Yes.

25 DARE LAW: Oh, why would it say Brands if

1 Brands has -- has no income?

2 THE WITNESS: I don't know.

3 BY DARE LAW:

4 Q And then was it paid by Brands or one of the
5 other entities?

6 A I'm not certain.

7 ROBERT YASPAN: Who would know?

8 THE WITNESS: The accounting department.

9 BY DARE LAW:

10 Q Okay. How long, if you know, has American
11 Express cards been issued to Brands?

12 A I don't know.

13 Q Okay.

14 ROBERT YASPAN: This particular account's been
15 around for 15, 20 years.

16 BY DARE LAW:

17 Q Okay. Now, on the American Express cards
18 there --

19 ROBERT YASPAN: As based on just looking at
20 the statement of American Express.

21 DARE LAW: Yeah, because I asked for two
22 years' worth and they went back the two years.

23 ROBERT YASPAN: Yeah.

24 BY DARE LAW:

25 Q So -- now, there was cards issued to Joe

1 Francis. Was he ever acting as member for Brands, if
2 you know?

3 A I don't believe so.

4 Q And with respect to his American Express card,
5 was there a limit given to him with respect to how much
6 he could spend in any given time?

7 ROBERT YASPAN: I'm going to ask you to
8 rephrase. His American Express card --

9 DARE LAW: Mr. Francis. I'm only talking
10 about Mr. Francis right now.

11 ROBERT YASPAN: The card within the Brands'
12 account?

13 DARE LAW: Yes.

14 ROBERT YASPAN: Or are you talking about
15 Francis' own credit card account?

16 DARE LAW: No, I'm only talking about the
17 American Express issued to GGW Brands that Mr. Francis
18 used.

19 ROBERT YASPAN: Right, do you understand that?

20 THE WITNESS: Okay. Yes.

21 BY DARE LAW:

22 Q So there was American Express card issued to
23 Mr. Francis under the GGW Brands Joe Francis user. Was
24 there ever a limit given to Mr. Francis of how much he
25 can spend at any given time?

1 A Nothing formal to my knowledge.

2 Q What, if any, was the agreement for
3 Mr. Francis' use of that American Express card?
4 Because he didn't show up on the employee list and he
5 wasn't a member or a manager.

6 A I don't think there's any formal agreement.

7 Q Was there an informal agreement?

8 A Not to my knowledge.

9 Q Why would Mr. Francis be given an American
10 Express card?

11 A I don't know.

12 Q Was it before you were a manager?

13 A I believe he had the card before I was
14 manager, yes.

15 Q And when you became manager, did you ever have
16 discussion with Mr. Francis about limiting the use of
17 that card?

18 A No.

19 Q Did you have any discussion at all with
20 Mr. Francis about the use of that card?

21 A No.

22 Q Was there any decisions during your tenure as
23 manager about his use of the American Express card?

24 A No.

25 Q And what, if any, is Mr. Francis' role with

1 respect to the GGW Brand? And when I say "Brand," I
2 mean the four corporate entities and his being, you
3 know, possibly the face or however else you want to
4 characterize it. What is his role with respect to the
5 debtors?

6 A I think that you said it, and that is the face
7 of Girls Gone Wild and the creator of Girls Gone Wild.

8 Q Why wouldn't the -- strike that.

9 Do you know if at any time there was any sort
10 of agreement between this debtor or any of the other
11 debtors with respect to his roles or duties about
12 the -- being the face of Girls Gone Wild and if I'm
13 mischaracterizing it, feel free to re-characterize it.

14 A I don't know that there's any formal
15 agreement.

16 Q Has Mr. Francis been using the American
17 Express card since the filing of the case, if you know?

18 A I don't know.

19 Q Have you asked him not to use the card?

20 A No.

21 Q Do you know if anybody in the companies have
22 asked him not to use the card?

23 A I don't know.

24 Q Counsel, do you know if he's still using the
25 card?

1 ROBERT YASPAN: Card's been cancelled -- oh,
2 I'm sorry.

3 DARE LAW: Okay. So American Express --

4 ROBERT YASPAN: Card's been cancelled.

5 DARE LAW: By the debtor or by American
6 Express?

7 ROBERT YASPAN: By the debtor I believe.

8 BY DARE LAW:

9 Q Do you know, Mr. Dale?

10 A No, I don't know.

11 Q Okay. So to your knowledge, as far as the
12 time that you've been manager, there's been no
13 curtailment of the use of the American Express card?
14 If -- if there was an agreement, you don't know about
15 it?

16 ROBERT YASPAN: Wait a minute. Try that
17 again.

18 DARE LAW: Okay.

19 ROBERT YASPAN: That's compound and it's --

20 BY DARE LAW:

21 Q All right. Do you know if there was an
22 agreement about Mr. Francis' use of the American
23 Express card?

24 A No.

25 Q And you've had no discussion with him during

1 your tenure as manager about his use of the American
2 Express card?

3 A Correct.

4 Q Do you know if anybody, whether it's for
5 Brands or any of the other entities, have discussions
6 with Mr. Francis about the use of his American Express
7 card?

8 A I don't know.

9 ROBERT YASPAN: You're talking about during
10 the administration?

11 DARE LAW: During Mr. Dale's administration as
12 manager.

13 ROBERT YASPAN: Well, part of that went
14 through the administrative proceeding starting on
15 February 27th.

16 DARE LAW: No, I mean he became manager
17 October, November last year he said.

18 BY DARE LAW:

19 Q So from whenever you became manager, whether
20 it was October or November, to today, has there been
21 any discussion by yourself with Mr. Francis with
22 respect to use of that American Express card?

23 A No.

24 Q And since October, November, whenever you
25 became manager, do you know if any of your staff had

1 discussions with Mr. Francis about his use of the
2 American Express card?

3 A I don't know.

4 Q Do you know how much he was incurring per
5 month on his American Express card since the time
6 you've been manager?

7 ROBERT YASPAN: And prior to the 11 or are
8 you --

9 BY DARE LAW:

10 Q Since October, November 2012 you became
11 manager?

12 A Right.

13 ROBERT YASPAN: All right. Let's divide --
14 that's an important question. So let's divide that up
15 to the time of the filing and then after the filing if
16 you could.

17 BY DARE LAW:

18 Q Okay. So between October, November 2012 to
19 February 27th when the debtor filed, did you or if you
20 know of any of your staff had discussions with
21 Mr. Francis about the use of the American Express card?

22 A I don't think so.

23 Q And do you know if any of your staff talked to
24 him about the use of the American Express card?

25 A I don't believe so. I don't know.

1 Q And then from the filing February 27th until
2 today, have you discussed with Mr. Francis the use or
3 cancellation of that American Express card?

4 A I have not personally, but I don't know when
5 the card was closed to know the date of the card having
6 been closed.

7 Q Who issued the directive from the debtor to
8 cancel that American Express card? Was it yourself?

9 A I don't know. I don't believe so.

10 Q It wasn't you who said cancel all American
11 Express cards? Are there -- can you give me a verbal
12 answer?

13 A No.

14 Q This only does verbal, not nods of heads or
15 shakes of heads.

16 A No.

17 Q Do you know if any of your staff discussed
18 with Mr. Francis the cancellation of his American
19 Express card?

20 A I don't know.

21 Q There were others that had --

22 ROBERT YASPAN: But some of his attorneys
23 might have.

24 DARE LAW: Yeah, but I'm asking if he knows.

25 ROBERT YASPAN: That's correct.

1 DARE LAW: And his answer was no, he didn't
2 know.

3 ROBERT YASPAN: Let me turn that off. Thank
4 you.

5 DARE LAW: Thank you.

6 BY DARE LAW:

7 Q There were other American Express cards issued
8 to other individuals. Who would have an American
9 Express card and why?

10 A A handful of other people for business related
11 expenses.

12 Q Business related to Brands or Direct or one of
13 the other entities?

14 A Probably mainly Direct or one of the other
15 entities.

16 Q Do you know why the American Express cards
17 were issued to Brands rather than Direct?

18 A I don't.

19 Q Okay. And do you know if any of the other
20 American Express cards other than Mr. Francis are still
21 being used after the filing of the case?

22 A I don't know.

23 Q So you don't know if they're still open or if
24 they've been cancelled?

25 A I'm not certain.

1 Q Who would know and -- who would know?

2 A Our accounting department would know.

3 Q And if any of the American Express cards were
4 cancelled, do you know who would make that decision to
5 cancel them?

6 A Either counsel or myself, but I don't know of
7 any cancel cancelled at this time.

8 Q Which counsel? Do you mean Mr. Yaspan or
9 Mr. Tym?

10 A Both.

11 Q Okay. Does anybody want to ask any questions
12 on Brands? Please come up to my right. State your
13 name for the record, who you represent, and then you
14 can proceed with your questions.

15 MR. PAGAY: Good morning. My name is Malhar
16 Pagay, M-a-l-h-a-r, last name P-a-g-a-y. I'm with the
17 law firm of Pechulski, Stang, Zieh & Jones. We
18 represent Wynn Las Vegas, a creditor in this case.

19 I'm going to give you a binder of documents so
20 I can refer to it pretty quickly because I -- I
21 understand we've been here for a while and I want to
22 make sure I don't duplicate what Ms. Law has already
23 asked, so this will be an easy way for me to reference
24 things so this doesn't take too long.

25 ROBERT YASPAN: Just give me a minute.

1 MR. PAGAY: Sure.

2 (Pause in recording.)

3 MR. PAGAY: Ready? Thanks.

4 BY MR. PAGAY:

5 Q Turning first to tab one, Mr. Dale.

6 A All right. Let me get rid of --

7 Q First page of tab one, do you recognize it?

8 A Yes.

9 Q What is it?

10 A I believe it's part of a -- our -- the
11 company's petition.

12 Q Okay. And do you see the address there listed
13 on the petition?

14 A Yes.

15 DARE LAW: Can you speak up a little bit
16 because even standing here, I can barely hear you.

17 ROBERT YASPAN: You're on your way out?

18 DARE LAW: No, I'm just getting something out
19 the printer. Jack can continue the conducting and I
20 will be --

21 ROBERT YASPAN: Thank you.

22 DARE LAW: -- right back.

23 BY MR. PAGAY:

24 Q Do you see the address of 1601 Clover Field
25 Boulevard, Santa Monica, California?

1 A Yes.

2 Q Is that the address of GGW Brands?

3 A No.

4 Q Then why was it indicated on the petition you
5 signed as the address?

6 A I think -- I believe it's since been amended,
7 but --

8 Q Well, was 1601 Clover Field Boulevard ever the
9 address of GGW Brands?

10 A Yes.

11 Q When?

12 A For a brief period I think in -- I don't
13 remember exact dates.

14 Q When did it stop being the address of GGW
15 brand?

16 A I think around November of 2011.

17 Q So years before the petition was filed?

18 ROBERT YASPAN: Objection. It's
19 argumentative. Direct him not to answer.

20 BY MR. PAGAY:

21 Q Whose decision was it to file the bankruptcy
22 case? And when I say -- this bankruptcy case?

23 A Collective. Myself, attorneys.

24 Q So the decision to file was made by yourself
25 and attorneys?

1 A Correct.

2 Q Which attorneys?

3 ROBERT YASPAN: Objection. Goes into the
4 attorney-client privilege.

5 MR. PAGAY: I'm asking for the identity of the
6 attorneys, not the -- any communications that were
7 divulged.

8 THE WITNESS: Mr. Tym.

9 BY MR. PAGAY:

10 Q Anybody else?

11 A No.

12 Q Did you speak at all with Joe Francis
13 regarding the filing of this case?

14 A No.

15 Q Okay. Mr. Dale, who hired you for your
16 current job?

17 A For the manager position?

18 Q Yes.

19 A I learned about my appointment through
20 Mr. Tym.

21 Q You learned about your appointment? So did
22 you interview?

23 A No.

24 Q Did you apply for the position?

25 A No.

1 Q Were you surprised to learn that you'd been
2 appointed the manager of this business?

3 ROBERT YASPAN: Objection. Not relevant. You
4 can answer.

5 THE WITNESS: No.

6 BY MR. PAGAY:

7 Q Since your appointment as manager, have you
8 had any interaction with your company's owner, Pablo
9 Holdings?

10 A No.

11 Q Do you feel you have any responsibilities to
12 Pablo Holdings as the owner of your company?

13 A No, I --

14 ROBERT YASPAN: That's the right answer.

15 THE WITNESS: No.

16 BY MR. PAGAY:

17 Q I'm sorry, I didn't hear. It's a little loud?

18 A No.

19 Q Thank you. Okay. What does the GGW Brands
20 hope to achieve in its chapter 11 case?

21 ROBERT YASPAN: Objection. That goes to
22 attorney-client and that's not something we know yet.

23 BY MR. PAGAY:

24 Q So you're answering on behalf of the company
25 that's not -- you don't know why you're in chapter 11?

1 ROBERT YASPAN: I'm not being interrogated.
2 You could ask a better question. You know how to do
3 that.

4 MR. PAGAY: Okay. So I asked what does he
5 hope to achieve in chapter 11.

6 ROBERT YASPAN: That's a question for counsel
7 and counsel is not prepared to answer that right yet.
8 If you look at the debtor's status report, which I'm
9 sure you have since it's in the tabs here, you'll get a
10 better fix on that.

11 MR. PAGAY: Okay. So you're directing him not
12 to answer my question that I should refer to the status
13 report; is that accurate?

14 ROBERT YASPAN: I said what I said.

15 MR. PAGAY: Okay. But he is not going to
16 answer the question --

17 ROBERT YASPAN: That's enough. If you have
18 questions of the witness, that's fine.

19 MR. PAGAY: I do.

20 ROBERT YASPAN: Go ask questions of the
21 witness or I'll just shut this off. You don't get to
22 ask me questions.

23 MR. PAGAY: No, I'm asking him as the person
24 who put this company in bankruptcy --

25 ROBERT YASPAN: No, you're asking me.

1 MR. PAGAY: -- what he hopes to achieve.

2 ROBERT YASPAN: You were asking me.

3 MR. PAGAY: Oh, I'm sorry, I'll ask him again.

4 Q As the person who put GGW Brands in
5 bankruptcy, what goal was he hoping to achieve?

6 ROBERT YASPAN: Asked and answered. I've
7 already told you, we are not going to answer that
8 question yet. It's a question of proposing a plan and
9 what we do. You don't get to know our strategy yet.

10 MR. PAGAY: I'm not asking for strategy. I'm
11 just asking for the purpose of the file, is that okay?

12 ROBERT YASPAN: No, you asked what do we hope
13 to gain. That's a different question.

14 DARE LAW: Maybe you want to rephrase it in a
15 different (inaudible) way.

16 MR. PAGAY: I may rephrase it later. How
17 about that? If I pause right now, it's because I'm
18 trying to make sure I don't go over the same issues
19 that she did. It's not that I'm finished. I just
20 don't want to duplicate questions.

21 ROBERT YASPAN: Thank you.

22 BY MR. PAGAY:

23 Q Could you turn to, and also in tab one, the
24 first page of Schedule F?

25 ROBERT YASPAN: We're there.

1 BY MR. PAGAY:

2 Q The very, very first claim of Alan Michael
3 Wade, could you describe what that relates to?

4 ROBERT YASPAN: You just said you're not going
5 to duplicate questions. We went through 15 minutes of
6 him saying he didn't know what this was about.

7 MR. PAGAY: I'm just making sure. So this
8 was -- so you didn't -- it was this or the Raiment when
9 he didn't know what it was about.

10 ROBERT YASPAN: It was Wade.

11 MR. PAGAY: It was wait you're talking about.
12 Okay. Just making sure.

13 Q Mr. Dale, do you perform any functions for
14 Pablo Holdings?

15 A No.

16 Q None? Do you know who owns -- I'm sorry, do
17 you know if Mr. Francis is related to Pablo Holdings?
18 I'm sorry, I mean Joseph Francis?

19 A I don't know.

20 Q You don't know. Okay. Do you know what kind
21 of business Pablo Holdings is in?

22 A No.

23 Q Okay. Let's go to tab two, Schedule B. And
24 this question, Ms. -- Ms. Law did ask you, but I have
25 two different answers in my notes and I want to make

1 sure I'm clear. What's the basis of the valuation of
2 the 100 percent member interest in GGW Direct? How did
3 you calculate that?

4 ROBERT YASPAN: Starts down here and goes up
5 here.

6 THE WITNESS: I believe it's just based on
7 assets held by those entities.

8 BY MR. PAGAY:

9 Q It's based on the assets you said?

10 A I believe so.

11 Q And it's the same methodology you used with
12 respect to Magazine and events; is that accurate?

13 A Yes.

14 Q Okay. And on that same page where it says due
15 from affiliates and net of due to affiliates, who
16 exactly are the affiliates?

17 A I believe it's folks doing work for the
18 company.

19 Q And who would that include?

20 A I don't know.

21 Q Do you know how this amount of \$4,000 in that
22 line item 16 accounts receivable, how it was
23 calculated?

24 A I believe it was referred to earlier as a net
25 of due to and from.

1 Q But you're not sure who the affiliates are?

2 A Right.

3 Q Understood. So I believe you said earlier
4 that GGW Brands currently has no employees itself; is
5 that correct?

6 A Yes.

7 Q Did it ever have any employees?

8 ROBERT YASPAN: During his tenure or prior?

9 MR. PAGAY: At any time in the past to his
10 knowledge.

11 ROBERT YASPAN: Okay.

12 THE WITNESS: I'm not certain.

13 BY MR. PAGAY:

14 Q But at least during your tenure, you're not
15 aware of any -- of any employees?

16 A Correct.

17 Q Thank you. Turning out of Schedule G just a
18 few pages past, and again I have two different
19 indications in my notes which is why I want to clarify.

20 Is GGW Brands a sub licensor or sub licensee
21 of any intellectual property?

22 ROBERT YASPAN: Today?

23 MR. PAGAY: As of petition date.

24 ROBERT YASPAN: All right. As of
25 February 27th?

1 MR. PAGAY: Yes, thank you.

2 THE WITNESS: I don't know. I don't remember
3 the exact dates.

4 BY MR. PAGAY:

5 Q When you say exact dates, exact dates of what?

6 A Actually, I -- I think it was not -- Brands
7 was not.

8 Q So the statement earlier regarding Brands
9 being a sub licensor or sub licensee, I'm not sure
10 which, that isn't accurate to your knowledge?

11 ROBERT YASPAN: That was a statement made by
12 counsel, not a statement made by the witness. So --
13 but you can answer the question.

14 MR. PAGAY: Understood.

15 THE WITNESS: I think we came to the
16 conclusion that the agreement's with Direct, but I
17 don't remember now.

18 BY MR. PAGAY:

19 Q Turning the page now to Schedule H,
20 co-debtors, I think under Ms. Law's questioning you
21 indicated that you weren't aware of any creditors that
22 were common to GGW Brands and any other entity; is that
23 accurate?

24 A I believe so. That the own -- the only
25 thing -- I don't know if this makes sense. It's just a

1 general question, but if all of the entities had been
2 named for example in a suit, would that be something
3 that should be listed on Schedule H? I don't know.

4 Q So you're saying for example a lawsuit might
5 be a situation where more than one of the entities
6 might be liable or -- or asserted to be liable for
7 something?

8 A Right.

9 Q Okay. But other than that, there aren't any
10 other obligations of which you're aware?

11 A No.

12 Q That might fall within this co-debtor's
13 category?

14 A Nothing I can think of beyond that.

15 Q Thank you.

16 A You're welcome.

17 ROBERT YASPAN: Good.

18 BY MR. PAGAY:

19 Q When was GGW Brands organized? I think you
20 said -- was it 2010?

21 A Late 2010, yeah.

22 Q Okay. I'm looking now at tab three, the
23 statement of financial affairs, where it talks about no
24 revenues in 2011, 2012, and 2013. To your knowledge,
25 did they have any revenues in 2010?

1 A I don't believe so, no. It was literally a
2 month, so I don't know.

3 Q Okay. Still on the statement of financial
4 affairs turning to page 3 of that -- of that document,
5 it says \$35,000 was paid on the 28th of December to GGW
6 Direct. Why would there be a payment from Brands to
7 GGW Direct?

8 A I don't recall. I don't remember why that
9 amount was paid.

10 ROBERT YASPAN: But once again, it's something
11 we can provide for you. We have the resource available
12 in the room.

13 BY MR. PAGAY:

14 Q Okay. Turning now to page 10 of the statement
15 of financial affairs, looking at item 19, looking first
16 at sub item A, does GGW Brands have any accountants or
17 bookkeepers?

18 ROBERT YASPAN: Wait a minute. Right here.

19 THE WITNESS: Yeah, I don't believe so.

20 BY MR. PAGAY:

21 Q So is there any entity of which you're aware
22 that provides bookkeeping or accounting services for
23 GGW Direct?

24 DARE LAW: We're on Brands.

25 MR. PAGAY: I'm sorry, Brands. Thank you.

1 THE WITNESS: I don't believe so.

2 MR. PAGAY: It's happening already.

3 BY MR. PAGAY:

4 Q So does GGW Brands have financial and business
5 records?

6 A Yes.

7 Q What individual might -- might be in
8 possession of those financial and business records?

9 A I don't know that there's any individual.
10 It's that -- if -- if anything exists, it's at the
11 office. I don't know any individual has it. Like
12 accounting would have accounting records, for example.

13 Q Okay. So would it be accurate to say that
14 your accounting department has all of the books and
15 records of the -- of GGW Brands?

16 A They should, yeah.

17 Q And the head of that department is who?

18 A Mandy Isaac.

19 Q Okay. Turning now to tab four which is the
20 status report that counsel referred to a minute or two
21 ago, turning to page 2, beginning at line five. The
22 status report there talks about how GGW Brands is a sub
23 licensor of IP used by the three other companies. Is
24 that accurate or inaccurate?

25 A I don't know.

1 Q Okay.

2 ROBERT YASPAN: That was wrong. You can say
3 it. Who's the guy over there?

4 THE WITNESS: I don't know. I think Wynn
5 counsel also, but I'm not certain.

6 MR. PAGAY: Again, I'm pausing to make sure I
7 don't duplicate what Ms. Law's already asked.

8 ROBERT YASPAN: I think that's (inaudible) GW
9 Direct is a licensee so it lets GW Brands use it so
10 GW Brands would be a sub license (inaudible) --
11 BY MR. PAGAY:

12 Q Mr. Dale, do you ever speak with Joseph
13 Francis about the business of GW Brands?

14 ROBERT YASPAN: That's a broad question.
15 He's -- he's been an employee there or a manager for
16 two years.

17 MR. PAGAY: So I asked has he ever.

18 ROBERT YASPAN: Just.

19 MR. PAGAY: Spoken with -- with Joe Francis
20 regarding the business of GW Brands.

21 ROBERT YASPAN: That goes back to your HR time
22 the way the question was writ -- is posed.

23 THE WITNESS: I would ask to just clarify the
24 business in what respect.

25 BY MR. PAGAY:

1 Q Okay. First let's go beyond your HR time.

2 Let's start when you were appointed the manager. Did
3 you have any discussions regarding the business of GW
4 Brands since you've been manager?

5 A No.

6 Q Not one?

7 DARE LAW: You need to speak up. It doesn't
8 pick up shakes of head.

9 MR. PAGAY: Yeah.

10 THE WITNESS: I said no.

11 DARE LAW: Okay.

12 MR. PAGAY: No.

13 BY MR. PAGAY:

14 Q So in managing GW Brands, who do you speak to
15 on a regular basis?

16 A Accounting department, a couple of the VPs.

17 Q Anybody else?

18 A No.

19 Q Okay. So in managing GW Brands, you speak
20 with Ms. Isaac and people in her department; is that
21 correct?

22 A Yes.

23 ROBERT YASPAN: Go ahead.

24 BY MR. PAGAY:

25 Q And you said other VPs. Do you mean

1 Mr. Villanueva and I'm sorry, the head of production is
2 Mr. --

3 A Lord.

4 Q -- Lord. Is that who you mean?

5 A Yes.

6 Q Anybody else?

7 A Mr. Tym.

8 Q And one last thing, and this may be just a --
9 a miswritten note on my part, are there any other
10 people in management other than Mr. Villanueva,
11 Mr. Lord, and Ms. Isaac? I have a note here something
12 about additional VPs above them. Are there such
13 people?

14 A No.

15 Q No. So that's a negative. That's all I have
16 on GGW Brands.

17 DARE LAW: I think I have a few more
18 questions.

19 BY DARE LAW:

20 Q Are you familiar with the name all Blue Horse
21 transactions?

22 A No.

23 Q You don't know who that is? Or might be also
24 known as Blue Horse?

25 A Blue Horse trading I believe, yeah.

1 Q Blue Horse trading?

2 A Yeah.

3 Q What is that?

4 A It's another entity that I believe has
5 something to do with Joe Francis.

6 Q So you think it might be a Joe Francis entity?

7 A Maybe, I don't know.

8 Q Do you know if that entity has any dealings
9 with the GGW Brands or entities?

10 A Dealings in what respect.

11 ROBERT YASPAN: That's a broad question
12 beyond --

13 BY DARE LAW:

14 Q Does -- does business with them. Does -- does
15 Brands do business with Blue Horse trading?

16 A I don't believe so.

17 Q Okay. So it's not this endeavor. Are you
18 familiar with the name Robert Kluger?

19 A Yes.

20 Q Who is that gentleman?

21 A I believe he's former counsel for the entities
22 in some capacity.

23 Q Is he still working for any of the entities
24 including brand?

25 A No.

1 Q And how about the name David Houston or
2 Houston?

3 A I believe he's counsel for Mr. Francis.

4 Q Personally?

5 A I believe. I don't know. I know that I've
6 heard the name.

7 Q Has -- has he represented Brands before?

8 A I don't know.

9 Q And are you familiar with the name Peter E.
10 Garrell?

11 ROBERT YASPAN: Spell it.

12 DARE LAW: G-a-r-r-e-l-l.

13 THE WITNESS: Yes.

14 BY DARE LAW:

15 Q And who is he?

16 A He's an attorney.

17 Q For whom?

18 A I believe he has his own practice.

19 Q Yeah, who does he represent?

20 A Oh, I don't know.

21 Q Has he represented Brands or any of the other
22 entities?

23 A I think he did through an old firm he worked
24 with really early in the company's inception.

25 Q What sort of services? Was it litigation?

1 Contracts?

2 A Like a kind of general legal services. Would
3 have included those things though. It would have
4 included litigation and contracts I believe.

5 Q Almost done. On the venue disclosure form, it
6 says the principle office of the debtor currently on
7 file with the secretary of state, it uses a Canoga Park
8 address. What is that address? It's got a unit number
9 263.

10 A I believe it's Mr. Tym's address.

11 DARE LAW: Is that your address, Mr. Tym? Is
12 that your office?

13 RONALD TYM: Yes.

14 BY DARE LAW:

15 Q Why would the debtor use your office as its
16 principle address office with the secretary of state?

17 RONALD TYM: That's just a legal address with
18 the secretary of state. It's mainly where people can
19 come, there are certain filings that need to be made by
20 adult entertainment organizations, so we want to make
21 sure the people come to me for those filings and I have
22 those rather than come to the business itself.

23 DARE LAW: Now, I thought you said earlier
24 you're probably going to be phasing out of representing
25 the debtor, so what's going to happen with the address?

1 Are you still going to receive mailings and information
2 from -- for secretary of state purposes?

3 RONALD TYM: We hadn't thought that -- that
4 all the way through, but I would say probably no, we
5 will have to go to whoever will take my place as
6 counsel for the entities.

7 DARE LAW: And counsel, is there an exit
8 strategy and a timing for filing of a plan?

9 ROBERT YASPAN: Yes.

10 DARE LAW: And what might that be?

11 ROBERT YASPAN: We believe that the
12 companies -- putting aside litigation -- are solvent
13 and can run a business, that they can pay their
14 creditors. The issue has to do with litigation as
15 opposed to anything else. We will be creating -- we
16 will be filing a plan pretty quickly that will have the
17 effect of putting aside a reserve for litigation if it
18 turns out to be important as a creditor claim and as
19 the creditor claimants prove themselves, they'll be
20 able to participate in the reserve fund. As to when
21 the plan would be filed, I put it in the status report
22 what we recommended. We recommended a bar date and
23 then the plan be filed within a month or two after the
24 bar date.

25 DARE LAW: What was the bar date? Do you

1 recall.

2 ROBERT YASPAN: If I could look at Mr. --

3 THE WITNESS: You want to look at this one or
4 that? This is the one that --

5 ROBERT YASPAN: They're here.

6 RONALD TYM: You got the status report.

7 ROBERT YASPAN: Here, I got -- we suggested a
8 bar date of June 30th.

9 DARE LAW: So --

10 ROBERT YASPAN: Because the hearing --

11 DARE LAW: -- (inaudible) by 730?

12 ROBERT YASPAN: And the -- actually, yeah,
13 August 1st.

14 DARE LAW: Okay. Do the other gentlemen want
15 to ask any questions? I don't want to close you out?
16 (Inaudible) do I need to keep (inaudible) I actually
17 was going to ask some questions about the American
18 Express charges. The charges are actually charged to
19 brand but they may relate more to Direct. Do you want
20 me to ask them in brand's time or do you want me to
21 hold them to Direct?

22 ROBERT YASPAN: Well, what I'd like to do is
23 first take a break.

24 DARE LAW: We are going to take a break.

25 ROBERT YASPAN: And then I don't care where

1 you ask it.

2 DARE LAW: That's why I'm asking you. So I
3 will take a break. So do you want me to ask it during
4 Brands' case or do you want me to ask during Direct?

5 ROBERT YASPAN: Well, let's go to Direct.

6 DARE LAW: Okay. Anybody need me to hold this
7 341(a) open? No. Okay. I did ask for some
8 information from you. When do you think you can
9 provide that information to me and you can give it to
10 me in written form.

11 ROBERT YASPAN: What did you ask?

12 DARE LAW: I asked for --

13 ROBERT YASPAN: Is this other than the
14 documents that you talked about to -- with --

15 RONALD TYM: For the national bank account.

16 DARE LAW: Yeah, the national bank account.

17 ROBERT YASPAN: Oh, that, in here.

18 DARE LAW: Where did the money go and why was
19 it closed.

20 ROBERT YASPAN: You're talking about what you
21 asked for in this hearing?

22 DARE LAW: In Brands, yeah.

23 ROBERT YASPAN: Yeah.

24 DARE LAW: I asked for some --

25 ROBERT YASPAN: By Friday maybe.

1 DARE LAW: Okay. So documents by Friday.

2 Okay. Mr. Dale, I do have one question.

3 BY DARE LAW:

4 Q You indicated earlier that you worked for an
5 outside company and you spend a few hours per week,
6 four to five hours per week. Did you mean that's only
7 on brand or did you mean for all the GGW entities?

8 A It varies, but combined for all.

9 Q So combined. Four to five hours a week
10 combined entities?

11 A Correct.

12 ROBERT YASPAN: Yeah, he did testify to that.

13 DARE LAW: I just wanted to clarify because my
14 notes (inaudible).

15 BY DARE LAW:

16 Q Did you file a notice of insider compensation
17 for Mr. Dale?

18 RONALD TYM: No, he's not getting paid by
19 GGW --

20 ROBERT YASPAN: There's your answer.

21 RONALD TYM: -- debtors at this time.

22 DARE LAW: Well, who's paying -- if any --

23 Mr. Dale's manager compensation? Mr. Dale, do you

24 know? Are you getting compensation for being manager

25 of the GGW entities whether it's brand, Direct, or any

1 of the other ones?

2 THE WITNESS: Yes.

3 Q So who is providing the compensation to you?

4 A I believe it's been three Perfect Science
5 Labs, but I'm not certain.

6 Q And who's funding Perfect Science Labs for
7 your compensation?

8 A That, I don't know.

9 Q Do you know if it's any of the GGW Direct,
10 Brand, Events, or Magazine entities?

11 A I'm not certain.

12 Q That I want to know, who is --

13 ROBERT YASPAN: That's not being funded
14 through any of the GGW entities. That's a cost by
15 Perfect Science Labs itself.

16 DARE LAW: I'd like a declaration with respect
17 to where Mr. Dale's compensation is coming from, the
18 source of that compensation so --

19 ROBERT YASPAN: Science Labs.

20 DARE LAW: So I'd like the source and the
21 amount. Okay. Any other last minute opportunities to
22 ask questions before I close? No. Okay. Mr. Dale, I
23 want to remind you that you need to file your monthly
24 operating reports on time. If they are not filed on
25 time, the U.S. trustee will file a motion to dismiss or

1 convert. Do you understand that?

2 THE WITNESS: Yes.

3 DARE LAW: You also need to make sure you pay
4 us trustee quarterly fees on time. They're based on
5 disbursements of the debtor of -- it's kind of like
6 taxes. The more you disburse, the more you pay. So
7 it's self calculating. If those are not paid on time,
8 the U.S. trustee will file a motion to dismiss or
9 convert. Do you understand that.

10 THE WITNESS: Yes.

11 DARE LAW: Is I want included in those monthly
12 operating reports and in the disbursement calculations
13 any monies paid on or behalf of the debtors, so that
14 would include Mr. Dale's compensation with respect to
15 his time as manager for the GGW entities because it's
16 paid on behalf, even if the source is not the debt.
17 That needs to be included in the monthly operating
18 reports and the disbursement calculations.

19 Lastly, the debtor needs to make sure that all
20 copies of current business licenses are provided to the
21 U.S. Trustee. If they expire during the pendency of
22 the case, it is your duty to make sure we get renewed
23 copies of that. The same applies for insurance. If
24 any of the debtor's insurance expires during the
25 pendency of the case, we do not send reminders. It is

1 your responsibility to provide it to counsel who will
2 send it to the U.S. trustee through the electronic
3 method that is required. And if we do not have current
4 insurance, we will file a motion to dismiss or convert.
5 Do you understand that.

6 THE WITNESS: Yes.

7 DARE LAW: Okay. There being no further
8 questions, this meeting is concluded. Thank you.

9 (End of recording number one.)

10 DARE LAW: Good morning. Today's date is
11 May 8th, 2013. My name is Dare Law.

12 ROBERT YASPAN: It's -- it's still April.

13 DARE LAW: Sorry, April 8th, 2013. My name's
14 Dare Law. I'm an attorney with the office of the
15 United States trustee for the central district of
16 California. This is the first meeting of creditors
17 held pursuant to 11 us c 341(a) of the bankruptcy code.
18 The debtor's name is GGW Direct, LLC, case number 213
19 BK15132SK. The case was filed on February 27th, 2013.

20 Counsel, may I have an appearance, please?

21 ROBERT YASPAN: Robert Yaspan, proposed
22 counsel for the debtor.

23 DARE LAW: And the other counsel.

24 RONALD TYM: Ron -- Ronald Tym, outside non
25 bankruptcy counsel for the debtor.

1 DARE LAW: And, sir, would you state your name
2 for the record please?

3 CHRISTOPHER DALE: Sure. Christopher Dale.

4 DARE LAW: And what capacity do you represent
5 the debtor?

6 CHRISTOPHER DALE: As manager.

7 ROBERT YASPAN: That's right.

8 CHRISTOPHER DALE: I -- I'm trying to figure
9 out how -- how Brands and all those things relate. I
10 assume (inaudible) --

11 DARE LAW: Yeah, we're on Direct now.

12 CHRISTOPHER DALE: Got it. No, I know. I
13 just --

14 DARE LAW: We're talking about Direct.

15 CHRISTOPHER DALE: I hear you. As manager.

16 DARE LAW: And are you the only manager of the
17 Direct?

18 CHRISTOPHER DALE: Yes.

19 DARE LAW: Okay. And when I say Direct, I
20 mean GGW Direct, LLC.

21 CHRISTOPHER DALE: Got it.

22 DARE LAW: Will you agree to that?

23 CHRISTOPHER DALE: Yes.

24 DARE LAW: I need to put you under oath again,
25 so would you raise your right hand?

1 Do you solemnly swear to testify to the whole
2 truth and nothing but the truth so help you God?

3 CHRISTOPHER DALE: Yes.

4 BY DARE LAW:

5 Q Mr. Dale, the oath I've administered is the
6 same oath given in a court of law. The same penalties
7 of perjury apply. Do you understand that?

8 A Yes.

9 Q Is there any reason medically or physically
10 that you're not able to provide your truthful testimony
11 today?

12 A No.

13 Q As we go through the proceedings, if at any
14 time you do not understand my question, please let me
15 know and I will try to rephrase the question in a
16 manner that is more clear to you. Do you understand
17 that?

18 A Yes.

19 Q If you are guessing about an answer or
20 estimating, please tell me it is a guess or an
21 estimate.

22 A Okay.

23 Q Can you do that?

24 A Yes.

25 Q Did you review the bankruptcy documents before

1 they were filed with the court?

2 A Yes.

3 Q And is this your signature on the document?

4 I'm showing you a copy of the petition, lower left.

5 A Yes.

6 Q And also you signed the summary of schedules

7 of statements of assets and liabilities; correct?

8 A Yes.

9 Q And do you understand that these documents are
10 also signed under penalty of perjury?

11 A Yes.

12 Q Counsel, could I have five --

13 ROBERT YASPAN: I was still showing him the
14 signature pages, but that's okay.

15 DARE LAW: If he needs to look at it some
16 more, I can hand it back.

17 ROBERT YASPAN: Did you --

18 THE WITNESS: No, that's fine. Thanks.

19 DARE LAW: Okay. Counsel, could I just have a
20 very brief summary of this case please?

21 ROBERT YASPAN: GGW Direct is the main
22 operating case. It is the entity that contracts out
23 for let us say production services. It is the entity
24 that most outsiders, including creditors, have contact
25 with. It is a subsidiary of Brands. As the main

1 operating entity, it is the one in which most assets
2 reside.

3 BY DARE LAW:

4 Q Mr. Dale, you've heard what your counsel has
5 said. Is there anything he said that you believe to be
6 incorrect that you'd like to correct at this point?

7 A No.

8 Q Okay. As we go through the petition, if there
9 are any errors in the petition, would you let me know?

10 A Yes.

11 Q Now, I am referring on the record to those who
12 are not here today that a lot of testimony has been
13 given in GGW Brands, case number 213BK15130SK. So
14 sometimes we will be referring to either -- we may make
15 reference to testimony that happened already in Brands
16 that relates to Direct and that's for the record for
17 those who are not here today that want to review the
18 record.

19 Now, again, why did Direct file bankruptcy?
20 Was there some precipitating factor that caused it to
21 file bankruptcy?

22 A I would say similar to Brands. Legal issues
23 and attorneys' fees related to defending those issues.

24 Q Now, legal issues, do you mean the allegation
25 by, I believe, two women who said that they appeared in

1 production that were not 18 of age at the time?

2 A I don't know for certain, but --

3 Q What litigation do you refer to then?

4 A I believe that may be one, but I don't know
5 off the bat. I -- I have to hear a case name to jar my
6 memory, but --

7 Q Okay. We'll go through it then --

8 A Okay. Yeah.

9 Q -- when we get to the cases.

10 A All right.

11 Q Now, your counsel has said that this is the
12 main operating arm of the GGW Brands and entities?

13 ROBERT YASPAN: Well, of these debtors.

14 BY DARE LAW:

15 Q Right, of these debtors. So can you explain
16 to me in layperson's terms what Direct does?

17 A Direct, particularly lately mostly does
18 business online and sells memberships, streaming video,
19 and other online material.

20 Q And the material that it streams, is it all
21 under the Girls Gone Wild brand?

22 A I believe so.

23 Q Now, does it own the videos that are produced
24 by Direct?

25 A Does who?

1 Q So -- so let -- let me backtrack. Does Direct
2 create videos?

3 ROBERT YASPAN: Now or before?

4 DARE LAW: No, before.

5 ROBERT YASPAN: Okay.

6 BY DARE LAW:

7 Q Before the bankruptcy, was Direct creating
8 videos of material to either stream or sell DVDs?

9 A I don't know that -- I'd say yes, generally
10 speaking --

11 Q So --

12 A -- because there's a lot that goes into the
13 production of a video, so like the editing of the video
14 for example.

15 Q Is that through Direct or one of the other
16 entities?

17 A I believe Direct.

18 Q So explain to me if there is a event in Palm
19 Springs for example, and from what little I know of the
20 company, because I had to educate myself about what the
21 debtors do, explain to me how that would work.

22 So there may be something that the debtor
23 wants to film, what happens and which entity does that?

24 A Typically we would have been done the filming
25 through Events.

1 Q Uh-huh.

2 A And --

3 Q So Events does the bookings?

4 A Had.

5 ROBERT YASPAN: You're confusing present and
6 past.

7 BY DARE LAW:

8 Q Past. Before the filing. Would it be Events
9 that would do the bookings?

10 A Yes.

11 Q And then what happens? Which entity comes
12 into play where Direct would be involved?

13 A I --

14 Q Explain to me the flow of -- from concept to
15 end production and which entity is involved and then I
16 will try to ask my questions with respect to how Direct
17 deals with that.

18 A I think the filming would be done. The
19 booking of the event -- the actually filming would be
20 done by Events and then the raw footage would be handed
21 off to Direct to make a story out of it so to speak and
22 produce a video.

23 Q So Direct takes the raw footage and makes a
24 finished product out of it?

25 A I'd say that's right.

1 ROBERT YASPAN: We're talking about the past?

2 THE WITNESS: Right.

3 DARE LAW: Pre filing.

4 ROBERT YASPAN: Pre filing.

5 DARE LAW: Right. Prepetition. Pre filing.

6 BY DARE LAW:

7 Q And then once Direct makes a finished product
8 out of it, who markets it?

9 A Direct.

10 Q And when events creates the raw footage, who
11 incurs the charges related to the actual activities,
12 the space, any food, and any other production related
13 costs to make the raw footage? Who incurs that cost?

14 A Who had, I'd say probably a combination of
15 Events and sometimes Direct.

16 Q Now, there were a number of American Express
17 cards. I know that American Express cards were mostly
18 issued or maybe all issues in the name of Brands, like
19 GGW Brands, were those cards used for the making of the
20 raw footage prepetition?

21 A They could have been. I don't know. I mean,
22 if -- I guess if an Am Ex charge was used, it would
23 have come from Brands and used for Events in the case
24 that a charge was used and a check wasn't issued or
25 something like that.

1 Q And what sort of things would the American
2 Express be normally used for in incurring expenses for
3 the production of that raw footage?

4 A It'd be pretty limited. Potentially maybe
5 food and that type of thing.

6 Q Would -- and I know I'm -- I'm crossing
7 between Events and Direct, but you said sometimes
8 Direct picks up the costs. So how would that
9 delineation be made if Events would pay for it or if
10 Direct would pay for it?

11 A I don't think there is a scientific method. I
12 think it was more out of convenience or some other --
13 no -- I don't know that anyone sat down and said this
14 should be paid by this and that. That -- by that,
15 generally, I would say expenses were paid by Events for
16 those productions.

17 Q And I know that during our various meetings,
18 whether it was initial debtor interview or when we came
19 to the site visit, there was a time when like bar
20 owners or facility owners would approach the debtor and
21 say I'd like to have something filmed at my location.
22 Was there a location fee paid prepetition?

23 A Sometimes.

24 Q And would that come from Events or Direct?

25 A Probably Events I would say.

1 ROBERT YASPAN: Are you talking about the fees
2 paid to the Events or from the -- or by Events?

3 DARE LAW: By Events.

4 ROBERT YASPAN: All right. Was there a fee
5 paid by? Was that your answer?

6 THE WITNESS: No, I -- I thought you meant
7 that they received a fee, but I --

8 BY DARE LAW:

9 Q No, was there a location fee paid to the owner
10 of the premise?

11 A Actually, I'm not certain.

12 Q And -- or -- or was it the other way around?
13 Did the owner of the premise pay either Events or
14 Direct to say, hey, I own this bar, come and film here,
15 I'll pay you X number of dollars to film here?

16 A I'm not certain. I -- I just don't know.

17 Q Who would -- who would have negotiated that
18 sort of arrangement for filming at a particular
19 location?

20 A We had an Events manager or I forget what the
21 title was, but something along those lines. Someone
22 coordinating that.

23 Q And is that person still working on behalf of
24 either Direct or Events?

25 A No.

1 Q What happened to them?

2 A I believe he left on his own volition.

3 Q Now, according to the bankruptcy schedules,
4 the debtor also owns no real property; is that correct?

5 A Correct.

6 Q I'm looking at Schedule A?

7 ROBERT YASPAN: Let me give him a minute to
8 get there.

9 DARE LAW: Okay.

10 ROBERT YASPAN: That's B.

11 BY DARE LAW:

12 Q It says no?

13 A Correct.

14 Q Okay. If you'll turn the page and look at
15 Schedule B. At the time of filing which was
16 February 27th, it said that there was cash with
17 attorney.

18 Which attorney are we speaking of on that cash
19 with attorney?

20 A David Houston.

21 Q Why would money be deposited with David
22 Houston in the amount of just over 1.8 million?

23 A I believe it was set aside for potential costs
24 related to the defense of one or more of the aspects of
25 the Steve Wynn case I believe.

1 Q So you -- did I hear you say it was set aside
2 for costs of legal fees?

3 A I believe -- I -- I believe so but I'm not
4 certain.

5 Q Do you know what the money was deposited with
6 Attorney Houston?

7 A No.

8 Q Was it before you became manager?

9 A I believe so, yeah.

10 Q Is Mr. Houston still holding the money?

11 A I believe it's still being held, yeah.

12 DARE LAW: Counsel; is that right?

13 ROBERT YASPAN: Yes.

14 DARE LAW: He's still holding the money? Why
15 hasn't it been turned over to the estate to deposit
16 into the (inaudible) accounts?

17 ROBERT YASPAN: He wants a court order because
18 it is subject to a state court injunction and there is
19 a dispute as to whether or not the injunction restrains
20 him in the bankruptcy over the turn over of the funds;
21 however, we -- we -- I think we may even have put into
22 the status conference report, we expect today or
23 tomorrow to file a motion to have a turn over leaving
24 all rights in tact for the present time.

25 DARE LAW: So if it's turned over to the

1 debtor, do you intend to put it in the general account
2 or do you intent to put it in a segregated account?

3 ROBERT YASPAN: A segregated account that I
4 can sign on as well.

5 BY DARE LAW:

6 Q Do you know if the full amount is still being
7 held by Attorney Houston or whether there have been any
8 offsets for his costs or fees?

9 ROBERT YASPAN: Are you asking him or me?

10 BY DARE LAW:

11 Q Yes, Mr. Dale?

12 A I don't know.

13 ROBERT YASPAN: And answer is that -- the
14 answer is that Mr. Houston does not make a claim to any
15 part of the funds for his fees or otherwise.

16 BY DARE LAW:

17 Q Do you know if Mr. Houston is owed any money,
18 Mr. Dale?

19 A I don't know.

20 DARE LAW: Mr. Yaspan, do you know?

21 ROBERT YASPAN: No, he's not owed any money
22 according to Mr. Houston when I talked to him.

23 BY DARE LAW:

24 Q Okay. So if the money comes into the
25 bankruptcy estate, it should be \$1,846,577.96 or a

1 little bit more depending on interest; is that right?

2 ROBERT YASPAN: We can all hope.

3 THE WITNESS: Well, it's in (inaudible)
4 account so I don't think there will be any interest.

5 DARE LAW: Okay. So it should be that amount.

6 ROBERT YASPAN: We expect -- we expect -- yes,
7 we expect that.

8 BY DARE LAW:

9 Q Okay. There is a certificate of deposit. Is
10 that with American Express or with somebody else,
11 \$20,000?

12 A I believe it's with American Express.

13 ROBERT YASPAN: Yes.

14 BY DARE LAW:

15 Q And is that still valid, that there's a
16 \$20,000 CD with American Express?

17 ROBERT YASPAN: This is a petition date
18 answer.

19 DARE LAW: Yes, that's why I'm asking.

20 ROBERT YASPAN: Okay. Go ahead.

21 THE WITNESS: I believe so.

22 BY DARE LAW:

23 Q And do you know as of today whether there's
24 still a CD with American Express?

25 A I don't know.

1 Q And the tax deposit is fine. This security
2 deposit with landlord, which landlord?

3 A I don't know the name of the landlord, but the
4 landlord of that space on Wilshire.

5 Q So it's deposited with Perfect Science Labs,
6 that's what it says. How do you know it's actually
7 paid to the landlord by Perfect Science Lab? How do
8 you know that?

9 A I believe that's according to Perfect Science
10 Labs.

11 Q And do you know when the deposit was paid to
12 Perfect Science Lab?

13 A By you mean?

14 Q Like when was the money given to Perfect
15 Science Lab for deposit for the facilities?

16 A I'm not certain.

17 Q Do you know if it was before your becoming
18 manager or after?

19 A Before.

20 Q Do you know if that deposit is still intact?

21 A I don't know.

22 Q How much rent does Direct pay to Perfect
23 Science Lab, because you're a sub tenant; is that
24 correct?

25 A Right.

1 Q So how much rent does the Direct --

2 A I believe --

3 Q -- pay?

4 A -- it's -- is it -- I'd have to -- I believe
5 it's 30,000 a month-ish.

6 Q Is there a written lease?

7 A Not that I've seen.

8 Q Is the debtor current on its payment for rent?

9 A I believe so.

10 DARE LAW: Counsel, I need you to look into
11 whether there is a written lease or not because I
12 thought the executory contracts also said (inaudible).

13 ROBERT YASPAN: I --

14 RONALD TYM: There's no written lease. In the
15 real property questionnaire, it indicates it was just
16 an oral sub lease.

17 ROBERT YASPAN: By -- by your questions,
18 you're talking not about the master lease, the PSL.

19 DARE LAW: No.

20 ROBERT YASPAN: You're talking about the sub
21 lease?

22 DARE LAW: Yes.

23 ROBERT YASPAN: Okay.

24 DARE LAW: Whether Direct has a sub lease with
25 Perfect Science Lab PSL.

1 ROBERT YASPAN: Right, and we answered that in
2 the real property questionnaire. Do you need something
3 else?

4 DARE LAW: No.

5 ROBERT YASPAN: Thank you.

6 DARE LAW: Just wanted to clarify.

7 BY DARE LAW:

8 Q And it says prepaid deposits for legal fees
9 \$16,000. Who were prepaid deposits made to?

10 A A handful of different attorneys. I don't
11 know where it stands however.

12 Q Can you identify the attorneys?

13 A Not off the top of my head, but --

14 Q And this was at the time of filing. Do you
15 know if the attorneys have used any of those deposit
16 monies?

17 A I don't know for sure.

18 DARE LAW: Okay. Counsel, I'm going to ask
19 you for a list of who those attorneys are that were
20 paid prepaid legal fee deposits and whether they are,
21 in fact, still in tact or not. They should be because
22 this was at the time of filing; right?

23 ROBERT YASPAN: We answered this as of the
24 time of filing.

25 DARE LAW: Right.

1 ROBERT YASPAN: But it may not be that we used
2 a current balance sheet.

3 DARE LAW: Okay.

4 ROBERT YASPAN: We used the best one
5 available, but we'll give you the answer.

6 DARE LAW: Yeah, if the number is different,
7 then I'd like to know.

8 ROBERT YASPAN: Well, by now we may find out
9 to be different because it's a month or two later.

10 DARE LAW: But they shouldn't have off set or
11 incurred --

12 ROBERT YASPAN: Yeah, but money could have
13 been spent in the month of February, for example.

14 DARE LAW: Yes, I understand. So I'm saying
15 if at the time of filing of the 27th it was \$16,000,
16 then I need to know the identity of the attorney and
17 how much each one has and something to tell me that
18 they, in fact, still have it because no one's
19 employment application has been approved, nor has any
20 fees been applied for. So if at the time of filing
21 this was the deposit for legal fees, then it should
22 still be there; right?

23 BY DARE LAW:

24 Q Okay. Accounts receivable, \$523,879, who
25 would it receivable from since it says from affiliates?

1 A I believe this is for various affiliates from
2 some online deals to some pay per view networks and
3 that kind of thing. I believe that's what this is
4 referring to.

5 Q Well, when you say "affiliates," what do you
6 mean by "affiliates"?

7 A I'm not sure how the accounting department's
8 defining this precisely, but I believe this is
9 referring to like a Direct TV that has -- we have a
10 deal with.

11 Q So --

12 A That type of thing.

13 Q -- it's not necessarily referring to Events,
14 Magazines --

15 A Huh-uh.

16 Q -- or Brands?

17 A I don't think so. I'm not certain.

18 Q So how would they be affiliates of the debtor?

19 ROBERT YASPAN: Well, we have the resource
20 here available to answer the question. It may be --

21 DARE LAW: But I want to know what Mr. Dale
22 knows.

23 ROBERT YASPAN: But he already -- you've
24 already established he probably doesn't know.

25 ///

1 BY DARE LAW:

2 Q Do you know?

3 A No.

4 Q Okay.

5 ROBERT YASPAN: But we can give you the
6 answer, the accounting.

7 DARE LAW: You can give it to me in writing.
8 Much easier that way rather than --

9 ROBERT YASPAN: Okay. I'm just --

10 DARE LAW: Yeah.

11 ROBERT YASPAN: Okay.

12 BY DARE LAW:

13 Q Okay. So I'd like to know what you mean by
14 affiliate. And then also, do you know how much of that
15 523879 has been collected to date?

16 A No.

17 Q Okay.

18 A Is that the difference?

19 RONALD TYM: Clarify, yeah, there's accounts
20 receivable which is not affiliate related and then
21 there's receivables --

22 DARE LAW: Right. Right.

23 RONALD TYM: -- from affiliates.

24 DARE LAW: 53000.

25 RONALD TYM: 523 is not from affiliates.

1 BY DARE LAW:

2 Q Okay. So the affiliates, I want to know what
3 you mean by affiliates for the 53,542 and then the
4 accounts receivable, the 523,879, I'd like to know how
5 much is collected to date and what the aging is?

6 ROBERT YASPAN: That's going to be on the MOR.
7 Do you want it before that?

8 DARE LAW: Well, the February MOR already
9 should have been filed, right, because that's due
10 March 15th --

11 ROBERT YASPAN: Right.

12 DARE LAW: -- and then March is due
13 April 15th, that's not until next week. If the
14 information is contained in the MOR, then you don't
15 need to provide it to me separately. But if it's not,
16 then you need to amend your MOR and provide it to me
17 separately.

18 ROBERT YASPAN: Okay.

19 DARE LAW: Okay. Because you should have had
20 two MORs --

21 ROBERT YASPAN: No, we should have had --

22 DARE LAW: February -- did you file the
23 February MOR?

24 ROBERT YASPAN: No.

25 RONALD TYM: That would just be one day so it

1 wouldn't be in the --

2 DARE LAW: Yes, I still need one day.

3 RONALD TYM: I understand, but the --

4 DARE LAW: Two days. The 27th and 28th has to
5 cover two days.

6 ROBERT YASPAN: Actually, it was filed in the
7 evening so you get one day.

8 RONALD TYM: In any event (inaudible) how much
9 receivables (inaudible).

10 DARE LAW: Well, whatever February will show
11 and then March will be due April 15th so that should
12 have some information on there.

13 BY DARE LAW:

14 Q So who is normally paying the receivables? I
15 heard you say something about Direct TV; is that right?

16 A All -- all kinds of different larger and
17 smaller payments, yeah. I don't know.

18 Q So what is the source of the receivables?
19 Like online streaming to debtor membership or is that a
20 pay as you go?

21 A Both, yeah.

22 Q So how does the membership work?

23 A There -- there's kind of a surface website and
24 then members get access to all kinds of different
25 material for all -- all variety of offers. We've done

1 some that are \$0.99 for the first month up to \$9.99 a
2 month to kind of different pay structures or pay for a
3 full year for a certain amount. All types of different
4 promotions.

5 Q And then is there also an ability to do a one
6 off view, you just pay to view that one particular
7 video?

8 A Yes.

9 Q Is this due through people's home computer or
10 throughout some other source?

11 A The home computer typically, yeah, almost like
12 iTunes where it's -- if you --

13 Q I'm sorry?

14 A Almost like iTunes if you -- you know, you can
15 rent --

16 Q Yes, I see.

17 A That type of deal.

18 Q Okay. And then -- so how much in terms of
19 percentage of business is from either membership or
20 like this i tune model pay as you want versus like
21 hotel streaming pay per view?

22 A If -- this would be an indicated one of the
23 times I would be using your suggestion earlier, your
24 guidelines in terms of guessing, it would be a pure
25 guess, so I -- I can't --

1 Q And what would your guess be in terms of
2 quantity of business?

3 A Maybe like 60/40, 60 being the hotels and that
4 kind of pay per view and 40 online, but that's a -- a
5 guess and only a guess.

6 Q And who negotiates the contract with the hotel
7 pay per view people?

8 A I believe they've -- they're established, so I
9 don't know who negotiated them initially.

10 Q Do you know what the terms are? First of all,
11 who is the, if you know, the company that you do the
12 hotel pay per view? Do you know what they're called?

13 A I'm not --

14 ROBERT YASPAN: Just a minute. Just a minute.
15 I haven't gone into this kind of detail with him. We
16 don't want to be anti competitive here and list the
17 debtor's customers. I -- I have to think this through.
18 BY DARE LAW:

19 Q Okay. So -- all right. Without identifying
20 who they are, is there a term contract with them for
21 specific amount of time, like a year, two years,
22 six months, one month?

23 A I'm not certain.

24 Q Who would have negotiated on behalf of the
25 debtor with this outside company?

1 A Probably the VP of production.

2 ROBERT YASPAN: The VP online?

3 THE WITNESS: I don't know. I'm not sure if
4 it would be the -- yeah, maybe the online person. I'm
5 not certain.

6 BY DARE LAW:

7 Q And who holds that contract? Is it Direct,
8 Brands, Events, Magazine?

9 A I believe it's Direct.

10 Q So the payments are made to Direct from
11 whoever is the hotels pay per view provider?

12 A I think that's right.

13 Q And are they paid monthly, quarterly, some
14 other period?

15 A I think monthly.

16 Q Does the debtor get some sort of reporting
17 system of how many views there were in that particular
18 month?

19 A I don't know. I'm not sure.

20 Q Is it a consistent pricing, somebody in -- a
21 guest may view one and -- and you get paid that same
22 amount or is there a variable pricing structure?

23 A I don't know.

24 Q And then online content, is there an outside
25 servicing company that manages the server and accepts

1 payment?

2 A I think so.

3 Q And who is that outside company?

4 A I actually don't know. I'm not sure who
5 houses it.

6 Q Is there a cost for this out -- if there is an
7 outside company who maintains the server provides
8 content, is there -- what is the fee structure for
9 that?

10 A I don't know.

11 Q Who would know that?

12 A I would imagine the accounting department.

13 Q And who negotiates if you use an outside
14 server, who negotiates with that company to manage your
15 content for that?

16 A The online VP.

17 Q And who is the online VP now?

18 A Ron Villanueva.

19 Q Do you know for the online content if there is
20 an outside company with -- how long that contract may
21 be, whether it's a year, two years, five years,
22 six months?

23 A No, I don't know.

24 Q Who has authority to sign those contracts?

25 A VPs.

1 Q Do you get involved at all in reviewing those
2 contracts and deciding whether it's actually a good
3 deal for the company or not?

4 A I don't believe a contract has come up in my
5 time.

6 Q And do you know if the prior manager had been
7 involved in -- in the negotiation and review of those
8 contracts and authorization to go ahead with them?

9 A I don't know.

10 Q So you don't know who the signatory to those
11 contracts are?

12 A Right.

13 ROBERT YASPAN: However the contracts are in
14 the company offices and we can get you that
15 information.

16 DARE LAW: Okay. But I just want to sit here
17 today whether he knew or not.

18 ROBERT YASPAN: Correct.

19 BY DARE LAW:

20 Q Intellectual property. What intellectual
21 property does Direct own that's worth \$37,420?

22 A I believe that is referring to the Girls Gone
23 Wild, the use of that name.

24 ROBERT YASPAN: Actually, that number came
25 from the books so we don't quite know what that is.

1 THE WITNESS: Which -- which one?

2 ROBERT YASPAN: The 37.

3 THE WITNESS: I think that's why it's saying
4 subject issues regarding (inaudible).

5 ROBERT YASPAN: This is a book number.

6 BY DARE LAW:

7 Q What does it mean on the debtor's books that
8 this number's there?

9 ROBERT YASPAN: I can ask the accountant.

10 DARE LAW: Well (inaudible) --

11 ROBERT YASPAN: But I can't ask --

12 THE WITNESS: I -- I don't know.

13 BY DARE LAW:

14 Q Okay. Does Direct have any intellectual
15 property agreement with Path Media or any other
16 companies for use of Girls Gone Wild name or any other
17 name it might use to promote its materials?

18 A I think -- I believe it does today. That's
19 the agreement we were referring to.

20 Q So Direct now has the agreement?

21 A I believe so.

22 Q And who negotiated that agreement?

23 A I would say Mr. Tym if anybody, I'm not
24 certain though.

25 Q And did he run it by you for approval before

1 it was ultimately signed?

2 A Yes.

3 Q And was it you who signed that agreement?

4 A Yes.

5 Q And it only goes to May?

6 A That's what I recall, yes.

7 Q So what happens if Path Media pulls it in May?
8 What does the debtor have to sell or to use if it
9 doesn't have the rights to its name?

10 A That would be a significant issue.

11 Q Is there a game plan if -- if Path Media
12 decides to not renew the use of the Girls Gone Wild
13 name?

14 ROBERT YASPAN: The answer is yes, there's a
15 game plan; however, it may not be as effective as we
16 want.

17 BY DARE LAW:

18 Q Well, Mr. Dale; is that true.

19 A I think it's an evolving game plan. I can't
20 say that, you know, I can hand you a book that has A to
21 Z precisely what the company's going to do though.

22 Q But there is some sort of strategy -- I'm not
23 going to ask you what the strategy is. I'm just
24 saying, is there a strategy that if Path Media says,
25 you know what, I don't really want you to use Girls

1 Gone Wild any more, you're on your own?

2 ROBERT YASPAN: We would have to negotiate an
3 exit strategy because we -- we still have content.

4 BY DARE LAW:

5 Q Right. What happens to all of that stuff?

6 ROBERT YASPAN: By content I meant recordings
7 of content, DVDs.

8 DARE LAW: Right.

9 ROBERT YASPAN: There's product out there in
10 the marketplace. There are industry standards for
11 the -- for such exit strategies.

12 BY DARE LAW:

13 Q Is it built into the licensing agreement, some
14 sort of exit strategy?

15 A I don't think -- not in the existing agreement
16 as far as I recall. I don't remember.

17 Q And I'm sure I asked you during Brands, since
18 the renegotiation of the intellectual property, do you
19 know if the debtor is current on payments of any
20 royalties that may be due under that intellectual
21 property content agreement?

22 A I'm not certain.

23 ROBERT YASPAN: The debtor is current to the
24 best of my knowledge. It paid the upfront fee.

25 DARE LAW: How much was the upfront fee?

1 THE WITNESS: I don't know.

2 ROBERT YASPAN: It's in the agreement.

3 BY DARE LAW:

4 Q Okay. There's --

5 ROBERT YASPAN: That we have delivered and we
6 have filed with the court.

7 BY DARE LAW:

8 Q Okay. There's a tangible assets, furniture,
9 fixtures, et cetera, book value \$109,449. I've been to
10 your offices. Does that cover like all the stuff
11 that's in the office that belongs to Direct and not to
12 some other company?

13 A I believe so, yeah.

14 Q And then the computer equipment, does that
15 include any server that may house online consent?

16 A I don't think so. I think it's referring to
17 just servers in-house.

18 Q Where do you maintain the masters of the
19 productions that have happened that -- that Events gave
20 to Direct to edit? So usually my understanding is
21 there's like either a master disc or a master film or a
22 master something. Where do you house that?

23 A I believe it's at an off-site storage
24 facility.

25 Q Okay. And do you know if the payments to that

1 off-site storage facility are current?

2 A I don't know.

3 Q When was the last time Direct had anything to
4 edit and make into a final product?

5 A I don't know.

6 Q Has Direct done any editing for the goal of a
7 final product since the filing of the case?

8 A I believe so. I'm not certain.

9 Q What's in production? One film? Two films?

10 A I don't know. Very little.

11 Q Who would know that information?

12 A Probably the online VP.

13 Q How many productions or finalized product does
14 Direct make per year because it's -- the company's not
15 that old. It's only since 2010. So how many owe
16 ultimate products did it make each year?

17 A I could -- I could offer you a guess if you'd
18 like one.

19 Q Okay.

20 A Maybe two a month, so 20 to 24 a year is a --
21 just a guess.

22 Q So the online library or the content library
23 should be pretty large. I mean, for three years times
24 let's say even just 20 a year, there should be 60
25 finalized products; right? For online library or

1 whatever -- not online. The library should be about 60
2 films?

3 A If you are going off that guess I gave you,
4 yes.

5 ROBERT YASPAN: If you go to the website,
6 you'll find them. There's dozens there.

7 DARE LAW: I'd love to look at the website.
8 It's blocked.

9 ROBERT YASPAN: I'm just saying. Just saying.
10 If you look there, they say --

11 DARE LAW: Yeah, just saying --

12 ROBERT YASPAN: -- all these names, you could
13 do it at home with your kids in the other room.

14 BY DARE LAW:

15 Q Now, what are the prepaid deposits for various
16 technology vendors? What sort of vendors are we
17 talking about?

18 A I'm not certain.

19 ROBERT YASPAN: Yeah, I know. That's a book
20 item.

21 BY DARE LAW:

22 Q Yes, but do you know if that has been used
23 since the filing, because they're vendors so --

24 A I don't know.

25 Q How old is your post production equipment?

1 A I don't know.

2 Q Is it more than three years old? Because this
3 LLC's only three years old?

4 A Well, if it was used when it was originally
5 purchased, it could be. I -- I'm not certain though.
6 I think it's a mix of, you know, six months old and
7 older, but I don't know how old it gets so to speak.

8 Q Is it digital or film?

9 ROBERT YASPAN: You mean analog?

10 BY DARE LAW:

11 Q Yes, analog or -- or digital?

12 A Well, it's a combination because it's
13 taking -- well, I guess it would all be digital
14 recently.

15 Q Was there a -- for better terminology, like a
16 precursor company before GGW Direct, LLC? Was there
17 some sort of entity before that that morphed into
18 Direct, LLC?

19 A No.

20 ROBERT YASPAN: Vague as to the meaning of the
21 term "morphed."

22 THE WITNESS: Morphed.

23 ROBERT YASPAN: But you could answer it if you
24 understand it.

25 THE WITNESS: Not sure.

1 BY DARE LAW:

2 Q Was there a company that existed that did this
3 sort of thing, same people, same equipment, same assets
4 that later became GGW Direct, LLC?

5 A I don't know that it had all the same
6 equipment and assets and people and that kind of thing.

7 Q Was GGW Direct being used as either an Inc. or
8 a partnership or a DBA?

9 A No.

10 Q Before it became LLC?

11 A I don't believe so.

12 Q And do you know if any of the other related
13 companies, Brands, Magazine, or Events used GGW Brands,
14 Events, Direct, Magazine, not LLC but some other
15 entity?

16 A I don't believe so.

17 DARE LAW: Counsel, did you ever file the
18 Schedule G? I don't recall seeing it because it says
19 to come.

20 THE WITNESS: We did not. Oh, wait a minute.
21 No, we did not.

22 DARE LAW: When is that going to come?

23 ROBERT YASPAN: Soon. I can -- I had written
24 that down as with respect to Brands. I think that
25 we'll get that to you by Friday.

1 DARE LAW: Okay. That --

2 ROBERT YASPAN: Well, at the end of these
3 four, I'm going to reserve the right to move it to
4 Monday.

5 DARE LAW: That's fine. But this needs to be
6 filed with the court.

7 ROBERT YASPAN: Yes, I understand.

8 DARE LAW: Okay.

9 BY DARE LAW:

10 Q And there are -- with respect to the
11 co-debtors, are there no other entities or persons that
12 owe any of the debts of Direct?

13 A Not to my knowledge. I -- I think it -- the
14 only thing I could refer to is what I referred to
15 earlier. If, for example, all four entities were named
16 in a legal matter, if that is something that would
17 apply in this instance which I don't know, that's the
18 only instance I would imagine.

19 Q Only caveat?

20 A Yeah.

21 Q There is a pending litigation re personal
22 injury suit by Alan Michael Wade hereof law offices of
23 Shane M. Malad or Malade, do you know what that's
24 about?

25 A We talked about that in Brands. I do not.

1 DARE LAW: And, Counsel, if you can give me
2 some information about that litigation.

3 BY DARE LAW:

4 Q All right. I see David Houston is owed \$250
5 on your Schedule F, because we talked about him
6 earlier?

7 ROBERT YASPAN: That's right. Look at that.
8 We'll see what he says when he gets the -- the motion.

9 BY DARE LAW:

10 Q Dorsey and Whitney, what did they do for the
11 debtor? Debtor meaning Direct.

12 A I don't recall. It was some legal services I
13 believe related to litigation, but I don't remember
14 which case or cases.

15 Q And Eckhoff Blutt?

16 ROBERT YASPAN: You've already asked about
17 this.

18 THE WITNESS: Yeah, we talked about him.

19 BY DARE LAW:

20 Q Same answer as brand?

21 A Yes.

22 Q And what about Hockman, Saken, Sepick, Soaker
23 and Perez, it says legal services. What sort of legal
24 services might they have provided?

25 A I don't recall.

1 Q There is industrial relations division of
2 labor standards, it says unknown claim, claim of
3 Clayton Mc Kinney. Who is Clayton Mc Kinney? What did
4 he do for the company?

5 A Former employee.

6 Q When did you again go to contract with Perfect
7 Science Lab to have all your employees through that
8 company?

9 A Fairly recently. I don't remember the exact
10 date.

11 Q And so this Clayton Mc Kinney was an employee
12 before Perfect Science Lab contract?

13 A Yes.

14 Q So did the debtor have its own Direct
15 contracts where it paid its wages of its employees?

16 A Yes.

17 Q Did the company use an outside service for
18 payroll, like ADP?

19 A Yes.

20 Q And -- and is this an hourly or wage dispute
21 or -- or some other sort of claim, like a personal
22 injury claim?

23 A I believe it's like an hourly wage claim.

24 Q And Mitchell Lambert and Bronsen Hyatt for the
25 Wynn, is that the same for the information that you

1 provided in Brands?

2 A I believe so, yes.

3 Q And then it says here, Path Media is owed
4 1.5 million. What is that for? It says unpaid
5 licensing fee?

6 A I believe it is for that reason.

7 Q How long of a period does this cover? It says
8 incurred 2010 to 2012. That's a long time.

9 A I believe it's for that period of time. I
10 don't know the exact dates.

11 Q Were any licensing fees paid to Path Media
12 holding?

13 A I don't know.

14 Q Who would know that answer?

15 ROBERT YASPAN: Well, the answer is the
16 accounting department would, but let me check
17 something.

18 BY DARE LAW:

19 Q Did Path Media file any collection action for
20 the 1.5 million?

21 A I don't know.

22 Q You don't know if they've ever filed any
23 collection action for that?

24 A I'm not certain.

25 Q Do you want me to wait, Counsel?

1 ROBERT YASPAN: Yeah, if you could.

2 DARE LAW: While you look.

3 ROBERT YASPAN: What I'm thinking -- here it
4 is. Brands. What I'm thinking is, is that Path
5 Media's on the wrong chapter. It should be listed in
6 Brands rather than Direct, Mr. Tym?

7 DARE LAW: Was Brands the license holder
8 before?

9 RONALD TYM: My understanding it was Direct,
10 but could be wrong.

11 ROBERT YASPAN: It was Direct? Okay. That's
12 an accounting question, not a legal one. I'll have to
13 research where that Path Media belongs.

14 BY DARE LAW:

15 Q Is the debtor the exclusive rights' holder to
16 use the Girls Gone Wild brand?

17 A I don't know.

18 Q So when you negotiate a new licensing contract
19 to use it, don't you want to know whether you're the
20 100 percent rights' holder or something else could be
21 using the name as well?

22 ROBERT YASPAN: Counsel, why don't you just
23 show him the agreement that we've provided to you. If
24 he doesn't remember, he doesn't remember.

25 DARE LAW: I don't have the agreement with me.

1 ROBERT YASPAN: But we have it in --

2 DARE LAW: I got a pile of paper back -- back
3 at the office.

4 ROBERT YASPAN: Okay.

5 BY DARE LAW:

6 Q So you don't know if the debtor is the
7 exclusive rights' holder to use the name?

8 A I agree with you, that that would be
9 favorable. I just can't remember if that language is
10 in that precise contract.

11 Q What is the pending litigation with Phil
12 Anagos?

13 A It's synonymous. It's also, I think wage an
14 hour type of claim.

15 Q And what sort of services did Robinson Belasta
16 view (inaudible) provide for the debtor? It says legal
17 services?

18 A I'm not certain. I would imagine litigation
19 support. I'm not certain though.

20 Q And is Tamara Favazah the claimant who's
21 saying she was under age at the time of filming?

22 A I believe so. I think that this is the same
23 person I think we referred to in Brands. I believe so.

24 Q Now, with respect to the revenue of the
25 debtor, it says in 2011 the debtor made \$8,066,864 in

1 2011. Is that the gross amount of revenue?

2 ROBERT YASPAN: That's what the request asks
3 for.

4 DARE LAW: Yes, but not everybody answers it
5 correctly.

6 ROBERT YASPAN: Okay.

7 THE WITNESS: I would say yes.

8 BY DARE LAW:

9 Q Yeah, you -- I can't tell you how many times I
10 get negative numbers there.

11 ROBERT YASPAN: (Inaudible).

12 BY DARE LAW:

13 Q And then in 2012 the debtor made \$6,655,914;
14 is that correct?

15 A Yes.

16 Q And to date from the January to the date of
17 filing of the petition, the debtor made \$727,904 is
18 that correct?

19 A Yes.

20 Q Who signs the tax returns on behalf of the
21 debtor?

22 A I'm not certain.

23 Q Are you going to sign them this year?

24 A I would imagine while I'm manager and for any
25 that are required.

1 Q Do you intend not to be manager any time soon?

2 A No, I'm just saying.

3 DARE LAW: Counsel, statement of financial
4 affairs number three, it says payment to creditors,
5 none; is that right? Oh, no, you're on the second half
6 here down below. Okay. And where is the attachment?
7 It says see attached.

8 ROBERT YASPAN: It should be. All these --
9 that's -- yeah. It's at the back.

10 DARE LAW: Oh, wait, that's insiders --

11 ROBERT YASPAN: Pages 14 through --

12 DARE LAW: Got it. Okay. Way in the back.
13 Okay. I got it.

14 BY DARE LAW:

15 Q What are the alleged illegal employment
16 practices by GGW? I'm looking at the statement of
17 financial affairs number four, Phil Anagos versus GGW
18 Direct, says seeks class action certification for
19 illegal employment practices. What is he alleging?

20 A I believe he's alleging that he was miss
21 categorized as a 1099 employee versus a W-2 employee.

22 Q How many 1099 persons were there prior to
23 going over to using Perfect Science Lab as the
24 employer?

25 A I'd have to guess. Mostly it was for

1 productions, Events, and that kind of thing. Kind of
2 on a case-by-case basis.

3 Q When they were not filming and producing an
4 event on location, were those people then brought
5 in-house to do post production?

6 A No.

7 Q Is that the same crew?

8 A No.

9 Q Different crew?

10 A Different crew typically.

11 Q And how many W-2 employees did the debtor have
12 in the year prior to going to use Perfect Science Lab?

13 A Maybe 20ish, 21, 22, something like that.

14 Q So there were some regular W-2 employees?

15 A Certainly, yeah.

16 Q There's a personal injury claim by Michael --
17 Alan Michael Wade. What is that -- the nature of that
18 claim?

19 A That's the one we talked about a half a dozen
20 times and I don't know.

21 Q Okay. And then Clayton Mc Kinley versus -- Mc
22 Kinney, labor and wage. Is that hourly or also the
23 1099 issue?

24 A Hourly, more of a -- as far as I recall.

25 Q What is VCI, they were paid prepetition within

1 the 90-day period?

2 A VCI is a payroll company in Mexico.

3 Q What sort of filming was done in Mexico?

4 A Some of the -- a TV show, some of the spring
5 break type of videos.

6 Q What is Equity Office?

7 A I believe that's the --

8 ROBERT YASPAN: Oh, that's the name of the
9 landlord.

10 THE WITNESS: I think that's the landlord,
11 yeah.

12 BY DARE LAW:

13 Q I'm sorry, who?

14 A The landlord, the owner of the space or the --

15 Q Landlord for the offices on Wilshire?

16 A Correct, I believe so.

17 Q And who or what is rt law?

18 RONALD TYM: That's me.

19 DARE LAW: Is that you? Okay.

20 BY DARE LAW:

21 Q What is the transfer of GGW Direct to
22 University of Dermatology and then it says savings?
23 What is that? It's on January 2nd, 2013?

24 A \$300? I'm not certain.

25 Q And then D. Houston, is that Attorney Houston

1 that got \$10,000 on 1/9?

2 A Most likely.

3 Q Were you in production in January in Mexico?
4 Because I see several VCI payments.

5 A I don't recall. I don't remember.

6 ROBERT YASPAN: Well, they may have been in
7 production in December.

8 BY DARE LAW:

9 Q Okay. In December, January, that time period,
10 do you recall whether you were filming in Mexico?

11 A I don't remember.

12 DARE LAW: Counsel, can you find out and let
13 me know?

14 ROBERT YASPAN: Yes.

15 BY DARE LAW:

16 Q PR Law, who is that or what is that?

17 ROBERT YASPAN: Where are you looking?

18 DARE LAW: On 1/13/2013.

19 THE WITNESS: I -- I'm not certain. I think
20 it may be Pross Kower Law Firm.

21 BY DARE LAW:

22 Q And what is PM Tax on 1/31?

23 A PM Tax.

24 ROBERT YASPAN: Where is it?

25 THE WITNESS: Here, PM Tax.

1 BY DARE LAW:

2 Q 1/31/2013, like a (inaudible) maybe two inches
3 up.

4 A I do not know.

5 ROBERT YASPAN: I would -- I'd point out that
6 that's the date the (inaudible) taxes are due for 941s,
7 but I have no idea if that's relevant.

8 DARE LAW: I don't know. I'm asking.

9 THE WITNESS: It might be. Yeah, I'm not
10 certain.

11 DARE LAW: Okay. Can you find out what that
12 is and let me know?

13 BY DARE LAW:

14 Q And then let's see. What is Argyle online?

15 ROBERT YASPAN: And you are at?

16 BY DARE LAW:

17 Q 219 and the amount is \$209,250 and then
18 another one for \$500,000 -- I'm sorry, 50 -- \$5,000.

19 A I believe that Argyle is a company that's
20 doing some production work for the company now, but I'm
21 not certain. I don't remember exactly.

22 Q So am I to infer correctly that if they're
23 doing some production work, that you have something in
24 production?

25 ROBERT YASPAN: Your questions earlier were

1 related to whether or not Direct was producing.

2 DARE LAW: Yeah. But if this is a current
3 something to produce --

4 BY DARE LAW:

5 Q Was this for license fees? What does that
6 mean?

7 A I don't remember exactly. I can ask -- if I
8 may ask Mr. Tym?

9 Q I wanted to know if you knew.

10 A Yeah, I'm not certain.

11 Q Do you know who JG Marzen, \$100,000, is that a
12 person or is that an entity?

13 A I believe it's an attorney in Mexico.

14 Q What are you using an attorney in Mexico for?

15 A I believe it was a settlement of a case in
16 Mexico.

17 ROBERT YASPAN: The judge asked about this too
18 so it's on the report that we filed on Friday.

19 DARE LAW: So I'll say see status report, but
20 if you could just let me know briefly, what was the
21 underlying litigation.

22 RONALD TYM: Did you want to know what the
23 Argyle online payment was or you just wanted to know if
24 he knew?

25 DARE LAW: Well, I wanted to know if Mr. Dale

1 knew or not. I will come back to the Argyle and yes I
2 do want to know, but I wanted to know what he knew.

3 RONALD TYM: Okay.

4 BY DARE LAW:

5 Q And what was the underlying litigation in
6 Mexico that the company paid \$100,000?

7 A I believe it was a claim of individuals that
8 claimed to have worked for a property in Mexico, some
9 sort of like labor claim.

10 Q What do you mean worked for a property?

11 A Well, there's a property in Mexico that's used
12 for filming and corporate retreat and that kind of
13 thing and I believe these individuals claimed to have
14 worked there at one time.

15 Q Who owns the property?

16 A I believe it's owned by a couple of Mexican
17 corporations. I don't know.

18 Q And is there a fee paid when the debtor uses
19 it for filming or corporate retreats?

20 A Yes.

21 Q Mr. Martin got paid two days in a row. He got
22 paid -- it looks -- he got paid \$100,000 on
23 February 20th and then he got another 46277 -- \$46,277
24 on February 21st. What was that payment for?

25 A I believe it was related to the settlement.

1 Q Okay. And I definitely want to know what
2 Argyle online is because there's another licensing fee
3 for \$60,000 about a week after the first two payments
4 that I see?

5 MR. TYM: Those -- the trademark agreement
6 with Path Media says that the license fees due to Path
7 Media are paid argyle so these three are for the
8 three-month license agreement fees.

9 BY DARE LAW:

10 Q What is KiKi Entertainment for film location
11 specialists and spent \$65,000 on 2/27?

12 ROBERT YASPAN: That was again asked by the
13 judge and you have the accounting department figure
14 that out and it's part of the declaration of Mr. Tym.

15 BY DARE LAW:

16 Q Okay. Mr. Dale, do you know what it is?

17 A I believe it was an expense that -- that PSL
18 requested payment. I don't remember the nature of it
19 exactly.

20 Q Now, there were a number of American Express
21 cards which I referred to earlier that were issued to
22 brand but looked like -- my understanding was most of
23 it was used for Direct in -- in production and other
24 expenses. So I want to ask a few questions about that.

25 How is it determined who gets an American

1 Express card?

2 A Case by case basis, but there are very few
3 cards.

4 Q How many cards do you think were issued the
5 year prior to filing?

6 A Maybe three, something like that.

7 Q Three? Would you be surprised to know that
8 there is, let's see, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11,
9 12, 14 cards?

10 ROBERT YASPAN: Well, you asked him what was
11 issued prior year, not how many were outstanding.

12 BY DARE LAW:

13 Q Okay. Do you know that there were 14 cards
14 that were issued and open accounts with American
15 Express?

16 A At one time or another in the company's
17 history essentially, is that what you're asking?

18 Q Yes. Who reviews those American Express bills
19 when -- when the bills come in?

20 A The card holder and then the accounting
21 department.

22 Q Do you ever review those American Express
23 bills to make sure that they're actually used for
24 company purposes?

25 A Very rarely if at all.

1 Q Is there company policy and procedure with
2 respect to use of those cards?

3 A I don't belief there's any written procedure,
4 no.

5 Q No written procedure? Other than having an
6 American Express card, did Mr. Joe Francis have any
7 access to any checks or bank accounts during the --
8 since the company was formed in 2010?

9 A I don't know. I can speak to the time since
10 I've been manager and the answer is no.

11 Q So you only know about the time that you've
12 been manager and has there been any during the time
13 that you've been manager, that he's had access to
14 checks or bank accounts?

15 A No, well, not related to these entities in any
16 event.

17 Q What do you mean?

18 A Well, he's -- if you're just saying whether he
19 has access to checks or bank accounts in his life, I
20 don't know.

21 Q No, I mean with related to these debtors.

22 A Yeah, no.

23 Q And I thought you said there was no written
24 policy with respect to the American Express cards;
25 right?

1 A I don't believe I've seen one, no.

2 Q When you became manager, did you issue any
3 policies with respect to the use of the American
4 Express card?

5 A Not that I recall.

6 Q Were there any persons who had American
7 Express cards issued to them under -- whether it's
8 Brands or Direct -- that were not an employee or under
9 the category of a 1099-person?

10 A Could have been, yes.

11 Q And in what circumstances would those persons
12 be issued an American Express card?

13 A Define under what circumstances a little
14 better, if you don't mind.

15 Q Why would they be issued an American Express
16 card if they weren't an employee or 1099 worker?

17 A I can't think of a good example, but I -- I
18 just -- I can't say it wasn't -- it didn't occur.

19 Q I'm sorry, you can't say that it didn't occur?

20 A I can't say that one was not issued to a
21 1099-person. I can't give you a good example of why
22 that would have happened however.

23 Q Do you know of any persons who may have been
24 American Express card that were not 1099 employees
25 or --

1 ROBERT YASPAN: We're -- we're still before
2 the 11; right?

3 DARE LAW: Yeah, since the beginning of the
4 company when the LLC was formed to now.

5 ROBERT YASPAN: Okay. Well --

6 DARE LAW: It's only a three-year period.

7 ROBERT YASPAN: True, but the last two months
8 there haven't been the cards.

9 BY DARE LAW:

10 Q Right, but before were there any circumstances
11 where non employees or 1099 employees were given
12 American Express cards?

13 A I don't know.

14 Q You don't know? You don't know or you don't
15 know of any employees or you don't know their identity?
16 What does I don't know refer to?

17 A I don't -- well, I mean, prior to becoming
18 manager, I didn't have any insight into, nor decision
19 making, related to Am Ex cards. Since then, I don't
20 know that one has been issued to a non-employee, so --

21 Q So when you became manager in October,
22 November 2012, did you close all the American Express
23 cards? Like cancelled them, no longer in use?

24 A No.

25 Q Did you review who might have been issued an

1 American Express card?

2 A No.

3 Q Did -- did anybody review who might have been
4 issued American Express cards?

5 A I don't know.

6 Q You don't know. What sort of controls, if
7 any, were placed over the expenses of the debtor?

8 ROBERT YASPAN: At what time period?

9 BY DARE LAW:

10 Q Well, since you've become manager.

11 ROBERT YASPAN: And before the 11 or after the
12 11?

13 BY DARE LAW:

14 Q Since you became manager from October,
15 November 2012 until now, what sort of cost controls, if
16 any, have been placed on the debtor?

17 A Nothing I can put my finger on.

18 Q And have any cost controls been put in place
19 since the filing of the bankruptcy petition?

20 A Nothing formal.

21 Q Nothing formal?

22 A No.

23 Q Anything informal?

24 A No.

25 Q The last American Express bill that we were

1 looking at, there were a number of people who had
2 American Express cards. If I say the name, would you
3 recognize who they were? For example, Alicia Serrano,
4 do you know who that is?

5 A Yes.

6 Q What is her position?

7 A She is a former controller.

8 Q Is she still with the company?

9 A No.

10 Q Do you know when she was no longer with the
11 company?

12 A It's been a little while. Probably almost two
13 years since they left.

14 Q And Brian Lord, I believe you said he was one
15 of the VPs?

16 A Correct.

17 Q And is he still with the company?

18 A Yes.

19 Q And Christopher Rudin or Rudin, R-u-d-i-n?

20 A Former driver kind of head of the touring. I
21 don't believe he's with the company longer.

22 Q No longer with the company?

23 A Right.

24 Q When did he leave?

25 A Probably a year ago.

1 Q And Clayton Mc Kinney?

2 A That's the same individual with the labor
3 claim. Former IT person.

4 Q When did he leave?

5 A Maybe a year ago also if I had to guess.

6 Q And sorry if I pronounce -- mispronounce the
7 name, Dorota, let's see, Anoskiewicz, sorry?

8 A Doesn't -- I don't --

9 Q A-n-o-s-z-k-i-e-w-i-c-z?

10 A I don't recognize that name.

11 Q What about Eric Deutsche?

12 A Had been head of production.

13 Q Is he still there?

14 A No.

15 Q When did he leave?

16 A Probably around two years ago.

17 Q And what about Gregory Harrison?

18 A I think he took the place of or vice versa of
19 Chris Rudin, so kind of head of touring.

20 Q Is he still with the company?

21 A I don't believe so, no.

22 Q No?

23 A No.

24 Q When did he leave?

25 A Also probably a year ago.

1 Q And Heather Brook?

2 A She's an executive assistant with the company.

3 Q What is -- who is she executive assistant to?

4 A Various managers.

5 Q Is she still with the company?

6 A Yes.

7 Q And Jessica Pineda?

8 A I don't know that name.

9 Q And we know about Mr. Francis has one. And
10 what about Larry Hancock?

11 ROBERT YASPAN: We don't know that he has one.

12 DARE LAW: Had one.

13 ROBERT YASPAN: Because you --

14 DARE LAW: Had one. Sorry, had. Had.

15 ROBERT YASPAN: Thank you.

16 BY DARE LAW:

17 Q And Larry Hancock, who is he?

18 A I don't remember his exact title, but
19 assistant VP or director of online, something along
20 those lines.

21 Q Is he still with the company?

22 A Yes.

23 Q And Ron Villanueva we said is VP and still
24 with the company?

25 A Correct.

1 Q Why would the debtor pay an American Express
2 bill for gardening for \$15,000, almost \$16,000?

3 ROBERT YASPAN: You have to talk to him and
4 tell him where it is.

5 BY DARE LAW:

6 Q I don't know. I think it's on the (inaudible)
7 I'm pulling from Jack's notes.

8 BY DARE LAW:

9 Q Is it from Mexico property or somewhere else?

10 A I'm not certain. Are there any notes with it
11 or more information or just says --

12 Q I don't know. Jack stepped out so I'll have
13 to --

14 A Yeah, I'm not -- I'm not --

15 Q -- I'll have to come back around to this.

16 A -- I'm not certain.

17 ROBERT YASPAN: Here he is.

18 DARE LAW: Here he is.

19 BY DARE LAW:

20 Q What is -- what relation, if any, are these
21 companies, BN Media?

22 A BN Media.

23 Q Uh-huh, BN Media, LLC?

24 A I'm not familiar with it.

25 Q And what about either a company or a person

1 named Alex Croft?

2 A I don't know that name.

3 Q And David Orinski or -- or sorry, David
4 Ostrinski?

5 A I don't know.

6 Q Advanced -- Advanced Marketing Group?

7 ROBERT YASPAN: Speak up. Speak up.

8 THE WITNESS: Sorry. I don't know.

9 BY DARE LAW:

10 Q Renx.com?

11 A I imagine some online service, but nothing
12 that I'm familiar with otherwise.

13 Q Buddha Best Holding, that name familiar to
14 you?

15 A Don't know.

16 Q SE Rosin, R-o-s-i-n, is that name familiar?

17 A No.

18 Q How about cycle fish?

19 A No.

20 Q Asaidnet Synergy?

21 ROBERT YASPAN: Now, there's a name that tells
22 you something.

23 BY DARE LAW:

24 Q Does that have any --

25 A No.

1 Q Okay. And Mc Kale -- Mikhalin,
2 M-i-k-h-a-l-i-n?

3 A No.

4 Q Justin Huang?

5 A No.

6 Q Andrew Vicspurt?

7 A No.

8 Q Mr. Todd Inc.?

9 A No.

10 Q All Pro Publishing?

11 A No.

12 Q J-d-e-s-k-o LLC?

13 A No.

14 DARE LAW: He wants to know where this expense
15 came from because I didn't know (inaudible).

16 UNIDENTIFIED MALE: Those are all from the
17 general ledger and they're under the 8100 account.

18 DARE LAW: (Inaudible).

19 UNIDENTIFIED MALE: For the film location
20 specialist.

21 DARE LAW: Okay. That was Jack, our attorney
22 and for the record (inaudible) for the U.S. Trustees'
23 Office. So are these all related to that?

24 UNIDENTIFIED MALE: Yes.

25 DARE LAW: So --

1 UNIDENTIFIED MALE: They have specific account
2 numbers for a specific category.

3 DARE LAW: Okay.

4 UNIDENTIFIED MALE: But it's under the 8100 --
5 81000 I should say.

6 DARE LAW: Account.

7 BY DARE LAW:

8 Q So what sort of -- why were these paid like
9 gardening, HOA fees, property taxes?

10 A I'm not certain what those are -- relate to.

11 ROBERT YASPAN: Are they paid with the
12 American Express?

13 DARE LAW: No, from the -- your general ledger
14 checking account.

15 UNIDENTIFIED MALE: Some -- some charges were
16 made with American Express cards.

17 DARE LAW: Why don't you ask specifically
18 since you actual pulled it out. So I'm here.

19 UNIDENTIFIED MALE: Okay.

20 BY DARE LAW:

21 Q So for example, there is a property tax of
22 \$15,074.47. Why would the debtor pay property tax on a
23 property it's using for filming location?

24 A I'm not sure what property that's referring
25 to.

1 Q Would you know why the debtor would pay HOA
2 dues of \$38,323.82?

3 A I would need more information. I don't know
4 what's that related to.

5 UNIDENTIFIED MALE: That's for the period of
6 January 1st, 2004, through March 31st, 2013.

7 ROBERT YASPAN: Do you know what property that
8 relates to?

9 UNIDENTIFIED MALE: From what I gathered from
10 our meetings from -- on site meeting, it appears to be
11 for the Mexico property.

12 THE WITNESS: Okay.

13 BY DARE LAW:

14 Q Why would the debtor pay HOA dues for Mexico
15 property that it doesn't own?

16 A For use of the property I would imagine.

17 Q I'm sorry?

18 A For use of the property I would figure. I'm
19 not certain though.

20 Q Does the debtor pay a fee for every time it
21 uses the property, whether or filming or for its
22 business retreats?

23 A I think it's more of an ongoing fee, but I'm
24 not sure.

25 Q Why would the debtor have an ongoing fee for

1 property it doesn't own?

2 A For use of the property.

3 Q Is it used exclusively for the Girls Gone Wild
4 entities, whether it's any of the four bankruptcy
5 debtors?

6 A I don't know.

7 Q Well, since you became manager, have you
8 looked at the debtor's relationship with respect to
9 that property and its expenses related to that property
10 that the debtor is paying for?

11 A Some of the expenses, not the relationship.

12 Q What expenses have you reviewed for that
13 property?

14 A Some of the ones that you've highlighted, for
15 example the payments made to VCI.

16 Q But what about like properties more specific
17 expenses like HOA, property tax, gardening?

18 A No.

19 Q You haven't reviewed that or you -- you don't
20 know about it or what's the no relate to?

21 A I have not reviewed this.

22 Q Who, if anybody in your company, would review
23 these expenses?

24 A The accounting department.

25 Q And who approves payment of those expenses

1 since you've become manager?

2 A Actually, I would in most cases I believe.

3 Q Were these paid by check?

4 A I don't know.

5 ROBERT YASPAN: What is the question relating
6 to?

7 DARE LAW: Well, the -- like the gardening and
8 the HOA and the property tax specifically.

9 ROBERT YASPAN: Okay.

10 BY DARE LAW:

11 Q So would you normally sign those checks to
12 make those payments?

13 A Yes, or it could have been done via wire
14 transfer.

15 Q Okay. But you would normally approve that?

16 A Right.

17 Q And again, do you know if that property is
18 used exclusively for the Girls Gone Wild four debtors
19 or it may be used for other purposes? Do you know?

20 A I'm not -- I don't know.

21 Q Now, which of the companies owns the Bentley?

22 A I believe it's Events.

23 Q Events. Okay. We'll get there. Because I
24 didn't see it on Brands and Direct and those were the
25 operating entities or filming entities, but my

1 understanding is Events did it all, and as you say gave
2 the raw footage to Direct. So Direct doesn't own it?

3 UNIDENTIFIED MALE: In October of 2012 there's
4 a payment from the film location specialist account
5 categories 87,000 which is maintenance. 87100
6 automobiles of \$4,750 to Mercedes Benz of Beverly
7 Hills.

8 Does Direct or any other related entity own a
9 Mercedes Benz?

10 THE WITNESS: I think Events might. I'm not
11 sure. I don't know.

12 UNIDENTIFIED MALE: I didn't see a Mercedes
13 Benz listed on the insurance declaration pages.

14 DARE LAW: Yeah, it wasn't on the insurance
15 declaration page so who's covering the insurance on --
16 on those cars.

17 ROBERT YASPAN: Wait a minute. Wait a minute.
18 Just because it goes to Mercedes Benz doesn't mean it's
19 a Benz. They -- they do work for other cars.

20 DARE LAW: Okay. Well, let's -- let's find
21 out.

22 ROBERT YASPAN: That's right. So --
23 There is a Mercedes Benz on the rider to
24 Schedule B, the GGW Events.

25 DARE LAW: So Events has the car?

1 ROBERT YASPAN: Yes.

2 BY DARE LAW:

3 Q Okay. We'll get to that when we get to Events
4 then. Now, the Mexican attorney, Mr. Marzen looks like
5 he was getting almost monthly payments of varied
6 amounts.

7 UNIDENTIFIED MALE: It was approximately
8 262,000 if I'm not mistaken that was paid during that
9 January 2012 to March 2013 period.

10 ROBERT YASPAN: Let's go back to the Mercedes.
11 Mercedes is listed on events.

12 DARE LAW: Okay.

13 ROBERT YASPAN: On Schedule B.

14 DARE LAW: Okay. That's fine.

15 ROBERT YASPAN: Sorry.

16 DARE LAW: Are we done with the car for now?

17 ROBERT YASPAN: Well, it took me longer to get
18 there than -- you just went on and I figured --

19 DARE LAW: Well, because you said it was in
20 Events so I was saving it for Events.

21 BY DARE LAW:

22 Q Now, Mr. Marzen, you said he was Mexican legal
23 counsel with respect to some litigation on Mexican
24 filming. Was he on general retainer or was he just
25 hired for that one specific litigation?

1 A I'm not sure.

2 Q Because there's payments made to him from
3 January 2012 all the way through December 2012?

4 ROBERT YASPAN: And what are you looking at?

5 DARE LAW: A transaction detail for -- for
6 your general account.

7 UNIDENTIFIED MALE: It's the general category
8 under the film location specialist expense. It's under
9 actually legal 89000, account number 89000, the legal
10 expenses.

11 ROBERT YASPAN: Okay. And so the question is.
12 BY DARE LAW:

13 Q Was he like Mr. Tym's like general outside
14 counsel handle whatever the debtor needed or was he
15 hired just for one litigation?

16 A Probably something between that. I -- I -- so
17 I don't know that he was on a retainer as far as I
18 know, but he handled that big case.

19 Q So who would approve his bills when they came
20 in they needed approval at all?

21 A Any bills since I became manager, probably me.
22 I don't know before.

23 Q Well, if you became manager somewhere between
24 October or November, there was a significant wire
25 transfer made to him for \$240,000 and then there have

1 been like five other payments or transfers made to him
2 during that time. Did you approve all of those?

3 A I believe so.

4 ROBERT YASPAN: The judge asked about
5 Mr. Marzen, Marzen, whatever his name is.

6 DARE LAW: Right.

7 ROBERT YASPAN: But she only asked for the
8 90 days.

9 DARE LAW: Right. But since I have the
10 whole --

11 ROBERT YASPAN: But since you have it --

12 DARE LAW: The benefit of the whole thing, and
13 also since I was asking from October, so that's during
14 Mr. Dale's tenure as manager so --

15 ROBERT YASPAN: Well, I think we're all
16 entitled to take a look at this. We'll get to this
17 information.

18 DARE LAW: Okay.

19 RONALD TYM: My understanding is a large,
20 large bulk of that is the settlement that Mr. Dale
21 talked about earlier. It's about 200-some thousand.

22 DARE LAW: Okay. This is the company.

23 ROBERT YASPAN: But if it's a settlement, it
24 may be preferential.

25 RONALD TYM: Yeah, (inaudible).

1 ROBERT YASPAN: Yeah, so we need to --

2 DARE LAW: I'm sorry, I missed that last part.

3 ROBERT YASPAN: If it was in the settlement
4 paid within the 90 days --

5 DARE LAW: Uh-huh.

6 ROBERT YASPAN: -- it might be preferential.

7 DARE LAW: Might be. We can take a look at
8 that and see if, you know, it needs a claw back or
9 whatever happens to it. You can -- you can figure that
10 out. Okay.

11 UNIDENTIFIED MALE: There's a film location
12 specialist other category account 81000, there's a
13 general journal -- journal adjustment of \$330,251.97 as
14 an adjustment and it was I guess noted as improvements.

15 Do you know what that is about?

16 ROBERT YASPAN: You've got to give us some
17 time frames and --

18 UNIDENTIFIED MALE: January 15, 2012.

19 ROBERT YASPAN: Do you -- don't have any
20 knowledge of \$300,000 general, general adjustment in
21 2012?

22 THE WITNESS: No.

23 UNIDENTIFIED MALE: Okay.

24 ROBERT YASPAN: Thank you.

25 ///

1 BY DARE LAW:

2 Q Okay. I gave you some names with respect to
3 American Express cards and I asked you who they were,
4 if you knew. There's actually some other names that I
5 don't think that I mentioned. For example, Roxanna
6 Loria, is that person still an employee and what does
7 she do? When I say "employee," I use that term
8 loosely. I know it's now through Perfect Science?

9 A I believe she coordinates things for the
10 Mexican house, the property in Mexico.

11 Q Is she local here or is she in Mexico?

12 A In Mexico.

13 Q And is she an employee through Perfect
14 Science?

15 A No.

16 Q And Sergio Bravo? Did I ask about him? I
17 don't think so. Who is -- who is Mr. Bravo?

18 ROBERT YASPAN: You did not ask about him.

19 THE WITNESS: I think he works with Roxanna in
20 Mexico.

21 BY DARE LAW:

22 Q What is his relation to the company?

23 A Bless you.

24 ROBERT YASPAN: Thank you.

25 THE WITNESS: Assistant manager, something

1 along those lines.

2 BY DARE LAW:

3 Q What does he do for the debtor?

4 A I think coordinates affairs at the property
5 when it's used in Mexico.

6 Q So -- so what I would like to know from the
7 debtor, during the past year, what -- when and what did
8 the debtor use the Mexican property for? So for
9 example, did they film there and what month and if they
10 had an event, what month? And if they had a corporate
11 retreat, what month?

12 ROBERT YASPAN: Okay. If I might have a
13 Kleenex?

14 DARE LAW: Yes, help yourself.

15 Okay. If -- (inaudible) okay. Get back to
16 it. If at any time the creditor would like to ask any
17 questions, please come up to my right. You can state
18 your name for the record, who you represent and you can
19 proceed with your questioning.

20 ROBERT YASPAN: Time passes.

21 MR. PAGAY: Good afternoon, again. I'm Malhar
22 Pagay from Pechulski, Stang, Zieh & Jones representing
23 Wynn Las Vegas. If you give me a moment to pause, I
24 again want to make sure that I -- I try not to
25 duplicate what Ms. Law's already gone over with you.

1 BY MR. PAGAY:

2 Q Turning to tab five in the binder that I
3 previously gave you, with respect to the prior debtor
4 that we discussed, GGW Brands, you indicated that
5 that -- that debtor had moved from Clover Field a
6 couple of years ago. Is that the same situation with
7 respect to this debtor?

8 A Yes.

9 Q So they're not -- they were not at the Clover
10 Field Boulevard location as of the petition date;
11 correct?

12 A That's correct.

13 Q Could you turn in the same tab to Schedule F?

14 ROBERT YASPAN: There you go.

15 BY MR. PAGAY:

16 Q I don't know if Ms. Law asked this, but if she
17 did I apologize. What services does -- if any or what
18 products does Flying Crocodile, Inc. provide to the
19 debtor?

20 A I'm not certain.

21 Q And turning to the last page of Schedule F,
22 there's a creditor there just above Wynn called Work
23 Bridge Associates. Do you know what services or
24 products Work Bridge provides to the debtor?

25 A Recruiting services.

1 Q Recruiting what?

2 A Pardon?

3 Q Recruiting what?

4 A Personnel.

5 Q I apologize if this was asked already, do you
6 have any role or responsibilities with respect to
7 Perfect Science Labs?

8 A No.

9 Q In tab 6, Schedule B, item number 23, it says
10 it's subject to issues regarding default of agreements.
11 Do you know what issues these are?

12 A I believe that relates to the fact that the
13 current agreement is set to expire I believe in the
14 month of May.

15 Q Ms. Law asked all my questions about that
16 already.

17 DARE LAW: Way ahead of you.

18 BY MR. PAGAY:

19 Q Turning to Schedule G just a few pages down.
20 I believe counsel indicated that this list would be --
21 would be filed perhaps by Friday if not Monday, what
22 are some of the major contract -- contractual
23 relationships that GGW Direct has? And by major, I
24 mean tied to its -- it's revenue stream.

25 A I -- I don't -- I mean, I'd rather just let

1 those documents come forth, you know, at the end of the
2 week rather than just --

3 ROBERT YASPAN: Well, are there contracts with
4 the customers?

5 THE WITNESS: Yes, if you consider a
6 membership a contract.

7 ROBERT YASPAN: Are there ongoing contracts
8 with hotels?

9 THE WITNESS: With pay per view outlets in
10 hotels, yes.

11 ROBERT YASPAN: Any other -- any other
12 employment contracts? I mean written employment
13 agreements.

14 THE WITNESS: Yes, I think.

15 ROBERT YASPAN: Okay.

16 BY MR. PAGAY:

17 Q With whom would those employment agreements
18 be?

19 A I don't know.

20 Q But to the extent that member is a contract,
21 those would be among the major contracts of the
22 company, GGW Direct?

23 A Yes.

24 Q And you also -- I think either you or your
25 counsel mentioned pay per view; is that correct?

1 A Correct.

2 Q Okay.

3 RONALD TYM: Well --

4 MR. PAGAY: Any other --

5 RONALD TYM: It's not that company per se, but
6 companies that do pay per view.

7 MR. PAGAY: I'm not sure I understand the
8 clarification. What do you mean? Not the -- not the
9 company called pay per view, but companies that perform
10 that service. I understand. Thank you for the
11 clarification.

12 BY MR. PAGAY:

13 Q Any other categories of contracts other than
14 membership interest, possibly employment contracts and
15 pay per view contracts?

16 A No.

17 Q Turning to the next page, Schedule H, I think
18 we've already gone over with respect to GGW Brands how
19 you have listed Wynn and Ms. Favazah on -- with respect
20 to being a liability owed by all the debtors; right?

21 A Correct, yeah.

22 Q Okay. If tab seven, the statement of
23 financial affairs, item 19, it says there are no
24 bookkeepers or accountants that kept or supervised the
25 books of the account. Is that accurate? GGW Direct

1 has no outside bookkeepers or accountants of any kind?

2 A Not to my knowledge.

3 Q So in your capacity as manager, you don't deal
4 with any accounting firms whatsoever?

5 A Not related to Direct, no.

6 Q Related to what then?

7 A None of these entities I would say.

8 Q Okay. Well, I asked how you dealt with them
9 in your capacity as manager for this entity.

10 A Oh, yeah, sorry, so I do not.

11 Q So --

12 A I don't.

13 Q So there are none?

14 A Yeah; correct.

15 Q Okay.

16 A Sorry.

17 Q In item 19B it asks about all individuals who
18 have either audited or prepared a financial statement
19 to the debtor. With respect to GGW Direct's vendor and
20 other business relationships, have they ever had to
21 provide a financial statement?

22 A I don't know.

23 ROBERT YASPAN: Well, during your period of
24 time.

25 THE WITNESS: Not to my knowledge.

1 BY MR. PAGAY:

2 Q Okay. 19C, asking for individuals and firms
3 that are in possession of the books to the account of
4 the debtor. I believe with respect to Brands, you
5 indicated Ms. Isaacs. Is that the same answer for this
6 debtor?

7 A Yes.

8 Q Is there anybody else?

9 ROBERT YASPAN: Anybody else who?

10 MR. PAGAY: Anybody else who qualifies as an
11 individual who is in possession of the books of account
12 of the debtors.

13 THE WITNESS: I don't think so.

14 BY MR. PAGAY:

15 Q Okay. And where are those books and records
16 kept, at what address?

17 A At the Wilshire address.

18 Q The 10940; correct?

19 A Correct, yeah.

20 Q Thanks. Turning now to attachment 3B to the
21 statement of financial affairs just a few pages down,
22 do you know how this report was produced?

23 ROBERT YASPAN: Wait a minute.

24 MR. PAGAY: Sorry.

25 ROBERT YASPAN: 3B. Okay. He's there.

1 BY MR. PAGAY:

2 Q Do you know how this report was produced?

3 A I believe it was pulled from accounting
4 software we use. I don't know though.

5 Q What accounting software do you use?

6 A QuickBooks.

7 Q Okay. You're not sure who prepared this or
8 how it was produced?

9 A No.

10 Q Okay. On page 14 of 19 of that report it
11 identifies on January 3rd a transfer from Direct to
12 Magazine of \$2,500?

13 A Oh, okay.

14 ROBERT YASPAN: All right. We're having a
15 confusion.

16 BY MR. PAGAY:

17 Q Oh, I'm sorry. I can either -- it's either
18 page 14 of 19 at the bottom or document page 17 of 26
19 at the top?

20 A Got it.

21 ROBERT YASPAN: And you're asking about the
22 transfer to GGW Magazine?

23 MR. PAGAY: Correct.

24 BY MR. PAGAY:

25 Q Do you know what the purpose of -- why would

1 GGW Direct be transferring money to Magazine?

2 A No.

3 Q Ms. Law covered a lot of these already. On
4 page 18 of 19 and that's document page 21 of 26 at the
5 top, Ms. Law discussed with you some transfers from
6 Direct to argyle online for license fees. I can't
7 recall if she asked, do you have any rule or
8 responsibilities with argyle online?

9 A No.

10 Q Have you had any dealings or discussions with
11 argyle online?

12 A No.

13 Q And on the last page of that report, page 19
14 of 19, document page 22 of 26 it says there that
15 \$50,000 were paid to the law offices of Robert Yaspan.
16 Just so I'm clear, so did Direct pay to Mr. Yaspan
17 amounts on behalf of all of the entities or some of the
18 entities or just Direct?

19 A You know, I'm not certain. May I ask -- do
20 you know that answer?

21 ROBERT YASPAN: He's asking you.

22 THE WITNESS: Yeah, I don't know. I'm not
23 certain.

24 BY MR. PAGAY:

25 Q I'm now looking at document page 4 of 26,

1 attachment three c to the statement of financial
2 affairs. It says payments to insider Chris Dale from
3 2/27/12 to 2/27/13. Do you see where I'm looking?

4 A Yes.

5 Q Okay.

6 ROBERT YASPAN: You can switch them.

7 THE WITNESS: That's all right.

8 BY MR. PAGAY:

9 Q It shows from March 9, 2012, through
10 November 16, 2012, numbers and varying amounts from
11 around 2000 to 3000 and then November of about 6000.
12 Do you know why the jump in November of 2012? Why you
13 would have received the jump in payments?

14 A I -- I don't remember exactly. I think that
15 that was when I transitioned into the management role.

16 Q And then subsequent to that 6688.80 payment
17 your payments then became all these round numbers of a
18 thousand, a thousand, \$2,500 throughout the period up
19 to February 22nd, 2013. Why now all these sort of
20 perfect round numbers?

21 A That related to my change over in transition
22 to the management position.

23 Q Okay. So the prior to -- to let's say
24 November 30, 2012, when these sort of round number
25 payments started, were you serving as human resources

1 director?

2 A Yes.

3 Q And then when you changed to your manager
4 position, your pay was dramatically cut it looks like;
5 is that accurate?

6 A Yes.

7 Q And how would you -- why would you get a
8 thousand versus 2000 versus 500? Do you know what
9 would determine your payments?

10 A I don't remember exactly why. It should
11 generally be a thousand. I don't know if maybe they're
12 recorded in a different fashion in here for some
13 reason.

14 Q So you should be receiving \$1,000 every two
15 weeks, is that --

16 A Correct, yeah.

17 Q I'm sorry?

18 A Yes.

19 Q Okay. We turn another tab number nine, it's
20 the status report, this one filed on the GGW Direct
21 case. It says at the bottom at lines 26 to 28 that GGW
22 Direct was distributed on the internet and otherwise
23 such as Dish TV and the hospitality industry.

24 Are there any other distribution channels
25 besides the internet, Dish, and hotels for GGW Direct

1 products?

2 ROBERT YASPAN: Are there now?

3 MR. PAGAY: Good point.

4 BY MR. PAGAY:

5 Q Yes, are there now?

6 A I don't believe so.

7 Q Were there before?

8 A Nothing that I'm aware of.

9 Q So since you've become manager, GGW Direct's
10 product and service offering has remained constant?

11 ROBERT YASPAN: Split that apart.

12 MR. PAGAY: Okay. Oh, you mean by the
13 petition date?

14 ROBERT YASPAN: Yeah.

15 BY MR. PAGAY:

16 Q Okay. So let's say from the time you became
17 manager to the petition date --

18 ROBERT YASPAN: Thank you.

19 BY MR. PAGAY:

20 Q -- was there any change in GGW Direct's
21 product -- or service offerings to customers?

22 A I don't believe so.

23 Q Okay. What about from the petition date to
24 now?

25 A Not that I'm aware of.

1 Q Okay. Turn now to tab number 11, this is the
2 declaration of Mr. Tym regarding the court's order
3 regarding various items I think on identifying the
4 schedules and statement of financial affairs. In -- on
5 page 2 in the second paragraph two and I understand you
6 are not Mr. Tym although he's sitting next to you, it
7 says that -- that true and correct copies of the
8 American Express bills were produced except for certain
9 textural material not relevant to the making of the
10 payment. Do you have knowledge of what was excluded,
11 what constitutes this textural material not relevant to
12 the making --

13 ROBERT YASPAN: He doesn't. I excluded it and
14 those were the text things that appear with the bill,
15 the page 2 of the bill typically has non-financial
16 stuff. Pages 10 and 11 for example of an 11-page bill
17 has non financial stuff that are part of their
18 disclosures to you required by federal law. The judge
19 only asked for financial documents not textural things,
20 so I took them out.

21 DARE LAW: Do you mean like boiler plate
22 language or what do you mean?

23 ROBERT YASPAN: Yes. Exactly.

24 BY MR. PAGAY:

25 Q Okay. So that was the only -- so it was your

1 decision to exclude it and you said it was this boiler
2 plate information?

3 ROBERT YASPAN: Right, it had to do with this
4 instructions from the judge.

5 BY MR. PAGAY:

6 Q Okay. So turning to Exhibit 1 to that
7 declaration, the first page of that is the opening page
8 of a statement that says GGW Brands, LLC Joseph R.
9 Francis with a closing date of November 23rd, 2012.
10 And then it shows on that page, says payments slash
11 credits, negative 124304.34.

12 How does GGW Brands pay these bills without
13 revenues?

14 ROBERT YASPAN: Objection. Calls for a fact
15 not in evidence.

16 BY MR. PAGAY:

17 Q Okay. Who paid these bills?

18 A I'm not certain.

19 Q Did -- so you don't know whether GGW Brands
20 paid these bills or I'm sorry, paid this bill?

21 A I'm not sure.

22 Q Okay. It says at the bottom that the address
23 for this statement is P.O. Box 150 Hollywood,
24 California. Is this P.O. Box used by any of the other
25 debtors?

1 A I don't know. Maybe.

2 Q Do you know when this P.O. Box was opened?

3 A No.

4 Q Do you know what GGW Brands, LLC uses this
5 P.O. Box for?

6 A I believe for billing purposes if anything.

7 Q You mean receiving bills or issuing bills
8 or -- or receiving payments?

9 A Maybe -- maybe both, probably -- I was
10 thinking of receiving.

11 Q Do you know what Joseph R. Francis uses P.O.
12 Box 150 Hollywood, California for?

13 ROBERT YASPAN: Again, assumes a fact not in
14 evidence that he uses it?

15

16 BY MR. PAGAY:

17 Q Do you know if he uses it?

18 A I don't know.

19 DARE LAW: Let me follow-up with that.

20 MR. PAGAY: Sure.

21 BY DARE LAW:

22 Q Who collects the mail from that P.O. Box?

23 A Office assistants, different people.

24 Q Do you know if it's used for -- by any other
25 persons or entities other than GGW Brands or any of the

1 other three debtors?

2 A I don't believe so.

3 Q Why is there a P.O. Box? Why do you need a
4 P.O. Box?

5 A Just to -- like any business would use a P.O.
6 Box rather than its physical location for billing and
7 that kind of thing.

8 Q And -- and I believe you said it was only used
9 for accounts payables, receipts of --

10 ROBERT YASPAN: He said both.

11 THE WITNESS: It could be -- it could be --

12 BY DARE LAW:

13 Q You may use it for other purposes?

14 A Receivables or payables I would say in some
15 cases.

16 Q That's (inaudible) turn it pack to you?

17 ROBERT YASPAN: I mean, Citi Bank uses a P.O.
18 Box, why didn't --

19 DARE LAW: I'm just asking why.

20 THE WITNESS: Am Ex themselves uses a P.O. Box
21 I can see, so --

22 DARE LAW: Yeah, just wanted to know why.
23 That's all.

24 BY MR. PAGAY:

25 Q Turning to page 2 of that same Am Ex

1 statement. I recall that Ms. Law asked you -- listed a
2 bunch of names and asked you about them. The one that
3 I'm having trouble finding in my notes is -- and I
4 apologize if it was asked already, is who is Thomas J.
5 Studer or Studder?

6 ROBERT YASPAN: I don't think you did. That
7 was the second one.

8 THE WITNESS: Thomas.

9 ROBERT YASPAN: Well, maybe (inaudible).

10 THE WITNESS: I'm -- this is a guess, I
11 believe he was a -- one of the tour manager drivers,
12 like the Chris Rudins of the world.

13 BY MR. PAGAY:

14 Q And as a tour manager driver, would he be --
15 would he have been working for GGW Events or a
16 different entity?

17 A Most likely Events.

18 Q Okay. So it's accurate to say that -- that
19 this business (inaudible) and card account that has
20 names of GGW Brands, LLC and Joseph R. Francis on it
21 was used by -- with respect to -- to people related to
22 multiple of the entities?

23 ROBERT YASPAN: Try that again.

24 MR. PAGAY: Yeah.

25 ROBERT YASPAN: The real objection is vague.

1 BY MR. PAGAY:

2 Q Multiple of the debtors, I'm sorry. I was
3 trying to compose the question as I kind of looked back
4 and forth and said all that stuff, so I apologize for
5 the question. I'll try it again.

6 So is it accurate to say that this business
7 and (inaudible) account listed under the name of GGW
8 Brands and Joseph Francis was utilized for persons with
9 respect to more than one of the debtors? That's
10 probably better.

11 A Yes.

12 Q At the bottom of this exhibit, there are
13 handwritten numbers. Can you turn to -- to number 22.
14 It's also document number 13 of 56.

15 ROBERT YASPAN: 22.

16 BY DARE LAW:

17 Q It's page 13 of 27 of the statement: There
18 are a number of charges on October 26th, 2012, that are
19 all Pay Pal related. How does -- do any of the debtors
20 utilize Pay Pal in their business if at all?

21 A I don't know.

22 Q So is Pay Pal used in any -- we'll start with
23 GGW Direct -- as part of its -- of its business
24 operations in any way?

25 A I don't believe so.

1 Q Okay.

2 ROBERT YASPAN: Actually, these are payments
3 for use of license songs.

4 MR. PAGAY: I'm sorry, license songs?

5 ROBERT YASPAN: Yeah, that go out to the
6 various holders of the copyrights for the --

7 BY DARE LAW:

8 Q The reason that I'm asking is if you turn to
9 the next pages, 24 and 25, you'll see more use of Pay
10 Pal for things like non fiction shopping services,
11 general software, I was just wondering are there
12 reasons why certain costs are being run through Pay Pal
13 and then being charged here rather than being charged
14 in some other way?

15 A Nothing in that I'm aware of.

16 DARE LAW: I'm sorry, what was that?

17 THE WITNESS: Nothing I'm aware of and nothing
18 that strikes me, no.

19 MR. PAGAY: Okay.

20 ROBERT YASPAN: Well, you can buy things from
21 Pay Pal.

22 BY MR. PAGAY:

23 Q Again, I'm asking just because of the use of
24 it through these accounts is quite extensive. For
25 example --

1 ROBERT YASPAN: Right.

2 BY MR. PAGAY:

3 Q -- on page 27 there's Pay Pal for fiverr.com.

4 Are you familiar with fiverr.com, F-i-v-e-r-r?

5 A No.

6 Q To my knowledge -- for what it's worth, it's a
7 place where you can pay somebody a minimum of five
8 bucks to perform some service for you, so I was just
9 curious as to what -- if that had anything to do with
10 GGW's business.

11 Turning now to page 29 handwritten at the
12 bottom, document page 20 of 56. This is the last page
13 of this statement before it goes to a new exhibit and
14 it seems that we're missing pages 21 through 27. Was
15 this all boiler plate that was redacted, do you know?

16 ROBERT YASPAN: Yep.

17 MR. PAGAY: Six pages of boiler plate? Okay.

18 DARE LAW: What number is that?

19 MR. PAGAY: It's the first statement --

20 THE WITNESS: Seven, it doesn't look like
21 there's no (inaudible).

22 MR. PAGAY: It's the first exhibit.

23 ROBERT YASPAN: He's not talking about that.

24 MR. PAGAY: It's for --

25 ROBERT YASPAN: He's talking about the 20 of

1 56.

2 MR. PAGAY: November -- looks like the
3 November -- no, I'm sorry, let me (inaudible) -- it's
4 for the closing date of November 23rd, 2012.

5 ROBERT YASPAN: And I got -- they deliver ads
6 to you. You can (inaudible) the ads.

7 UNIDENTIFIED MALE: I think the U.S. Trustee
8 has the complete (inaudible).

9 DARE LAW: (Inaudible).

10 MR. PAGAY: Yeah, I was just curious. I mean,
11 a couple pages, I just didn't know what six pages of
12 missing (inaudible) okay. Sure. And again, I'm trying
13 to pause so I don't ask you the same thing because
14 Ms. Law stole my thunder.

15 BY MR. PAGAY:

16 Q So if we can turn now to -- this might be a
17 new exhibit -- it's Exhibit 2 to the declaration. It's
18 handwritten bottom of the page 36 document page 28 of
19 56?

20 ROBERT YASPAN: Just give us the page at the
21 bottom.

22 MR. PAGAY: Sure. 36.

23 BY MR. PAGAY:

24 Q That lists a number of charges by a Sergio
25 Bravo who I believe you indicated in prior testimony

1 had something to do with activities in Mexico; is that
2 right?

3 A Right.

4 Q And I see charges for Mega Costco, Home Depot,
5 Electrica Leon it looks like. Do you know what those
6 charges relate to?

7 A No.

8 Q Do you -- to your knowledge, do those charges
9 have anything to do with GGW Direct's business?

10 A I don't know.

11 Q What about any of the other debtors?

12 A I don't know.

13 Q Okay.

14 ROBERT YASPAN: Well, you're -- you are asking
15 about transactions that are shown in Spanish.

16 MR. PAGAY: True.

17 ROBERT YASPAN: And you haven't asked him
18 whether or not he understands Spanish.

19 MR. PAGAY: Well, I didn't think that -- let's
20 see, there's a Wal-Mart, there's Costco, Home Depot.

21 ROBERT YASPAN: I got that part.

22 MR. PAGAY: Those -- those aren't in Spanish
23 at least.

24 ROBERT YASPAN: I got that part.

25 BY MR. PAGAY:

1 Q Okay. Turning again handwritten pages at the
2 bottom 41 and 42. There again, a -- quite a number of
3 Pay Pal related charges.

4 Do you know what when Neo Points is that's
5 listed on one of the Pay Pal charges on the top of
6 page 42?

7 A No.

8 Q Okay. And again on handwritten page 46, it
9 looks like it's page 18 or 19, I assume again that the
10 page 19 was -- was redacted.

11 ROBERT YASPAN: Yes.

12 DARE LAW: If I can interrupt, there's about
13 six pages of boiler plate and then there is an open
14 savings summary page which should have been included.
15 I don't know if that's the last page; but that --
16 that's the opening summary page has financial data, not
17 boiler plate.

18 ROBERT YASPAN: Yeah, but they're in the \$10
19 range. It's less than \$100 worth of -- and it has --
20 it's not --

21 DARE LAW: No, there's a transaction for 350
22 on it.

23 ROBERT YASPAN: \$3.50?

24 DARE LAW: No, \$350 residence in Marriot, but
25 it looks like it's some sort of rewards program open

1 savings (inaudible) rewards program.

2 MR. PAGAY: Does the document indicate -- not
3 that I should be asking you questions but for whose
4 benefit those rewards are -- are reflected?

5 DARE LAW: Because you're looking at the
6 statement November 23rd, 2012, right.

7 MR. PAGAY: Right.

8 DARE LAW: The top of that page says, GGW
9 Brands, LLC, Joseph R. Francis.

10 MR. PAGAY: Okay. So to ask you, Mr. Dale,
11 the question is --

12 DARE LAW: Page 27 of 27 of that statement,
13 that's the only one that actually has financial
14 information. The boiler plate starts on -- one second.
15 The boiler plate starts on page 21 of 27. So 21, 22,
16 23, 24, 25, 26 is boiler plate, 27 of 27 is that
17 summary that I just mentioned.

18 BY MR. PAGAY:

19 Q Okay. So Mr. Dale, to your knowledge, do you
20 know who utilizes the membership reward points with
21 respect to this card?

22 A No.

23 Q No. Do you know if GGW Brands keeps records
24 of who -- of how these points are used?

25 A I don't know.

1 Q Do you know if any of the other debtors keep
2 track of how these points are used?

3 A I don't know.

4 Q Okay. Same with handwritten payable 63, I
5 note that it's page 18 of 19 of the statement closing
6 January 24th, 2013, and it looks like page 19 is again
7 omitted. I assume it's boiler plate or something else.

8 And if I could ask Ms. Law to confirm, page 2
9 I assume is boiler plate? There's no other substantive
10 information on --

11 DARE LAW: On the November statement?

12 MR. PAGAY: On any statement. They're missing
13 page 2s from all -- all of the documents filed with the
14 court.

15 DARE LAW: Let me see. Page 2 just has a name
16 on the left-hand corner, account ending number, and the
17 rest is boiler plate. It actually looks like it has a
18 chain of address form.

19 MR. PAGAY: Okay.

20 DARE LAW: So yes, that's pretty much boiler
21 plate.

22 BY MR. PAGAY:

23 Q So looking at handwritten bottom of page 66,
24 document page 4 of 46, which is a statement at the top
25 says Joseph R. Francis and it relates to a closing date

1 of February 21, 2013, so just prior to the bankruptcy
2 being filed, on page 66 there are two Alaska Airline
3 charges, one for Joseph Francis, one for an Abby
4 Wilson.

5 Do you know what -- whether or not those
6 charges relate to the business of GGW Brands?

7 A I don't know.

8 Q Do you know what the purpose of those changes?

9 A No.

10 Q Do you know whether they relate to the
11 business of any of the debtors?

12 A I don't know.

13 Q Okay. And same on handwritten page 86. It's
14 24 of 25, page 25 is missing of the February 21, 2013,
15 statement.

16 Now, looking at Exhibit 5 which begins on
17 handwritten page 87 and that's document page 26 of 46,
18 this states that business green reward cards Perfect
19 Science Labs Joseph R. Francis. What does this have to
20 do with the business of GGW Direct?

21 ROBERT YASPAN: Excuse me?

22 BY MR. PAGAY:

23 Q What does this -- this charge account have to
24 do with the business of GGW Direct?

25 ROBERT YASPAN: Nothing.

1 THE WITNESS: I don't know.

2 ROBERT YASPAN: No, it has nothing to do with
3 it. It has to do with the court order which talks
4 about certain things and the backup for the making of
5 the payments.

6 BY MR. PAGAY:

7 Q Okay. So -- but I understand you testified
8 earlier Perfect Science Labs is a -- is a tenant with
9 respect to property that's utilized by one or more of
10 the debtors; is that right?

11 A Yes.

12 Q So what -- what role does Perfect Science Labs
13 have with respect to -- to any of these debtors?

14 A I don't fully --

15 Q I'm sorry, so what -- I'm sorry, what business
16 relationship does Perfect Science Labs have with
17 respect to any of these debtors?

18 A I think an employee lease agreement and sub
19 lease. I don't know anything beyond that.

20 Q So the employee lease agreement and a sub
21 lease you say are the only two basis for relationship
22 between Perfect Science Labs and any of the debtors to
23 your knowledge?

24 A At this moment, that's all I can think of.

25 Q Okay. Do you know whether Perfect Science

1 Labs operates any business?

2 ROBERT YASPAN: Before we get to that, how
3 much longer are we going to go? Because I'm getting
4 tired and I need to have lunch if we're going to go and
5 I have to cancel a group of meetings and people are
6 already on their way because the meetings were at 2:00
7 which are reasonable.

8 DARE LAW: Understand. Counsel, how much more
9 do you think you've got?

10 MR. PAGAY: Well, let me just -- on this
11 debtor?

12 DARE LAW: This debtor.

13 MR. PAGAY: All right. Let me just check. I
14 have questions about -- once we're finished with this
15 particular statement, the only other questions I have
16 with respect to this debtor relate to the trademark
17 license agreement.

18 ROBERT YASPAN: I don't know about --

19 DARE LAW: Time wise, how much time do you
20 think you might need? Trying to give counsel an
21 estimate.

22 MR. PAGAY: Maybe a half hour or so?

23 DARE LAW: Half hour.

24 MR. PAGAY: At the most. At the most.

25 DARE LAW: Okay. Because I have about maybe

1 five minutes' worth of questions more --

2 MR. PAGAY: Yeah, my half hour might be high
3 because I think he's already answered some questions
4 that you posed to him about the trademark license
5 agreement.

6 DARE LAW: Right.

7 MR. PAGAY: So it may be as short as 15,
8 20 minutes.

9 ROBERT YASPAN: Well, I would request that
10 this be continued.

11 DARE LAW: We can do that.

12 ROBERT YASPAN: Because we have to come back
13 for Events.

14 DARE LAW: Yes, we're going to come back for
15 the other two. How about we let him go for like
16 another ten minutes?

17 MR. PAGAY: Sure. And might -- might even end
18 then.

19 DARE LAW: Can you go for another ten
20 minutes --

21 ROBERT YASPAN: Yes.

22 DARE LAW: -- before I continue? Okay. Go
23 ahead for now.

24 ROBERT YASPAN: You okay? You need to take a
25 break?

1 THE WITNESS: No thanks.

2 DARE LAW: Oh, we're going to break soon
3 anyway so -- regardless, so go ahead.

4 BY MR. PAGAY:

5 Q Okay. I think the last question I asked you
6 and I can't remember was whether or not you were aware
7 of what type of business Perfect Science Labs was
8 engaged in?

9 A I believe it's sold or sells skin care
10 products.

11 Q And you'll see on the statement has a
12 statement address of P.O. Box 25000, Beverly Hills
13 90210. To your knowledge, does any other -- do any of
14 the debtors use that address?

15 A No.

16 Q Do you know any other businesses that use that
17 address?

18 A No.

19 Q Do you know why GGW Direct would have paid a
20 charge on a Perfect Science Lab statement?

21 A No.

22 Q Okay. Turning now to Exhibit 6 to the
23 declaration. Do you recognize Exhibit 6?

24 A Yes.

25 Q What is it?

1 A I believe it is the license agreement that
2 takes the license of the (inaudible) up through May of
3 this year that we referred to earlier.

4 Q And you're looking at handwritten page 96 at
5 the bottom which is the last page at least of the
6 agreement part of this license. Is that your
7 signature?

8 A Yes.

9 Q Do you remember when you signed this?

10 A I don't recall exactly. I think it was early
11 February. I don't remember exactly though.

12 Q You think it was early February?

13 A I don't know. Probably around the time that
14 the agreement went into effect. February 25th.

15 Q Are you guessing or do you remember?

16 A I'm guessing.

17 Q Okay.

18 DARE LAW: Do you know if it was before or
19 after the filing of the bankruptcy?

20 THE WITNESS: I think before if the filing was
21 on the 27th.

22 BY MR. PAGAY:

23 Q Okay. Looking at page of the agreement which
24 is handwritten page 91, it says in consideration for
25 such license, licensee has paid argyle online, LLC a

1 license fee in the amount of 274250.52. Do you see
2 where it says that?

3 A Yes.

4 Q Do you know how that license fee was
5 calculated?

6 A No.

7 Q Did you have a role in setting that license
8 fee?

9 A No.

10 Q Do you know what it's based on?

11 A No.

12 Q Did you authorize the payment of that license
13 fee?

14 A I believe so.

15 Q And I apologize if I asked you this before, do
16 you have any role or responsibilities with respect to
17 argyle online, LLC?

18 A You did ask before and I said no.

19 Q Okay. Do you have the names of any persons
20 affiliated with argyle online, LLC?

21 A No.

22 Q So you've never dealt with anybody in
23 connection with argyle online, lack?

24 A I don't think so.

25 Q Okay. So going back to the signature page,

1 page 96, handwritten page 96, have you ever had any
2 communications with Asia Trust Limited since you've
3 become manager of the debtor?

4 A No.

5 Q Do you know the names of any individuals
6 associated with Asia Trust Limited?

7 A I've seen that name of the individual that
8 signed this before, but that's it.

9 Q I'm sorry, what's that individual's name?

10 A Angela Pope.

11 Q Is that P-o-p-e?

12 A I believe so.

13 Q Okay. Because you can hardly read it. That
14 says -- and there's a second name. Do you know who
15 that second name is?

16 A No.

17 Q Have you ever dealt with Ms. Pope?

18 A No.

19 Q Have you ever dealt with anybody else
20 representing Asia Trust Limited?

21 A No.

22 Q What about Hammer Smith Trust? Do you see it
23 says by Asia trust limited as trustee of the hammer
24 Smith trust manager?

25 A Yes.

1 Q Have you ever had any dealings with the Hammer
2 Smith Trust?

3 A No.

4 Q Do you know what the Hammer Smith Trust is?

5 A No.

6 Q Do you know who its beneficiaries are?

7 A No.

8 Q Looking at handwritten page 98 it says pay per
9 view distributors. To your knowledge, is that a
10 complete list of those service providers that do pay
11 per view services with which GGW Direct does business
12 with?

13 A Looks complete.

14 Q So none of them are omitted from this list?

15 A I don't think so.

16 Q Okay. Does GGW Direct use the Girls Gone Wild
17 name for anything other than providing pay per view --

18 A Or --

19 Q -- distributions?

20 A Well, for other videos that are offered
21 online, yes.

22 Q And they're offered online through what --
23 through what method?

24 A Through girlsgonewild.com streamable videos,
25 membership area, that kind of thing.

1 Q But only through the girlsgonewild.com
2 website, no other means?

3 A I don't think so, not with Direct.

4 MR. PAGAY: That's all I have.

5 BY DARE LAW:

6 Q Who manages the Girls Gone Wild website?

7 A There's an online team, but the VP of online
8 would be the main person if you're asking for an
9 individual.

10 Q Is that for Direct?

11 A Yes.

12 Q Done in-house?

13 A Uh-huh.

14 ROBERT YASPAN: Yes? No.

15 THE WITNESS: Yes.

16 BY DARE LAW:

17 Q I believe you testified earlier that Blue
18 Horse is a Joe Francis entity?

19 A I -- I think so. I don't really know about
20 that Blue Horse.

21 Q In reviewing the debtor's books and records,
22 there was a number of transfers to Blue Horse. For
23 example, May 2012 there was a \$50,000 transfer.
24 June 2012 there was \$120,000 transfer. July of 2012
25 there was a \$20,000 transfer. August 2012 there was a

1 \$50,000 transfer. September 2012, there was a \$50,000
2 transfer and October 2012 there was a \$40,000 transfer.
3 Why would those sums be transferred to Blue Horse?

4 A I believe Blue Horse owns a property in Bel
5 Air and I would imagine those may be related to
6 expenses at that property or something along those
7 lines.

8 Q Does somebody live at that property?

9 A Mr. Francis uses the property, Joe Francis.

10 Q Do you know if he lives there full time?

11 A I don't know.

12 Q I'm sorry?

13 A I don't know whether he lives there full time
14 or not.

15 Q Does anybody else to your knowledge use that
16 property?

17 A I don't know.

18 Q And what, if any, purpose does the debtor
19 entities of the Girls Gone Wild entities have to do
20 with that Bel Air property?

21 A I think it's been used as a film location at
22 times.

23 Q So for example, in 2012 to your knowledge how
24 many times, if any, has that location been used for
25 filming?

1 A I don't know. I mean, if we're talking
2 November, December, I don't know whether it was -- and
3 I don't know before that.

4 Q Is there some sort of formula to arrive at how
5 much should be paid to Blue Horse for use of their
6 property?

7 A I don't know of one.

8 Q Do you know if there's any formal agreement
9 with Blue Horse written for some calculation of
10 compensation for use of the property?

11 A I don't believe so.

12 Q Who approves these transfers of funds to Blue
13 Horse?

14 ROBERT YASPAN: Are there any after November?

15 DARE LAW: Well, there's one October and
16 Mr. Dale says he came in somewhere around October,
17 November, so there's one at least in October.

18 THE WITNESS: Yeah, I don't remember.

19 BY DARE LAW:

20 Q Do you know if there's been any payments since
21 to Blue Horse?

22 A I don't know.

23 Q Is any of the debtor entities still using the
24 Bel Air property for any purposes?

25 A Not the entities I don't think.

1 Q So none of the Girls Gone Wild entities are
2 still using Bel Air house for any purpose?

3 A I don't think so unless there's been filming
4 recently that I'm not aware of, but I don't think so.

5 Q And is there any intent to use the Bel Air
6 property going forward for any purpose?

7 A Potentially, yeah.

8 Q I'm sorry?

9 A I mean, potentially, but you know, nothing
10 set.

11 Q And if the property is used going forward, how
12 would any monies, if any, be determined to be paid to
13 Blue Horse or any other entity who uses that property?

14 ROBERT YASPAN: I have no idea what that
15 question means. Could I ask that you rephrase?

16 BY DARE LAW:

17 Q Yeah, sure. If the debtor is going to use the
18 Bel Air property for any purposes going forward, do you
19 expect them to have to pay for the usage of that
20 property?

21 A Potentially.

22 Q And so if -- if monies were to be paid to be
23 used for that property, how would that be determined?

24 ROBERT YASPAN: How would the amount be
25 determined?

1 BY DARE LAW:

2 Q Yes, how would the dollar amount be
3 determined?

4 A I don't know.

5 Q So --

6 ROBERT YASPAN: You're asking about something
7 that might occur in the future, so it'll be determined
8 when it gets determined.

9 BY DARE LAW:

10 Q Has the debtor used the Bel Air property since
11 October 2012 to your knowledge?

12 A I don't know.

13 Q Has it used the property since the filing?

14 A Don't know.

15 ROBERT YASPAN: Well, we can find out if there
16 are any payments since the filing because we have that
17 resource here, but you don't want to ask that question
18 so I'll get you the information.

19 RONALD TYM: And there have been no payments.

20 DARE LAW: Yes, but if they used the property
21 and there's an expectation of payment, I want to know
22 that too.

23 RONALD TYM: There's been no use, no payments,
24 and just because of the nature of it and trying to, you
25 know, stay as far away from the line as possible,

1 there's no intend to use or pay anything to people post
2 bankruptcy.

3 BY DARE LAW:

4 Q Do you know what Blue Horse does? I mean you
5 said it's a Joe Francis entity, but I don't -- that's
6 all I know about it.

7 A I believe it's a Joe Francis entity. I don't
8 know what it does.

9 MR. PAGAY: Can I ask once follow-up?

10 DARE LAW: Yeah, go ahead.

11 MR. PAGAY: (Inaudible).

12 BY MR. PAGAY:

13 Q Were you involved at all in -- in discussions
14 regarding agreements between any of the debtors and
15 Bell, one of the pay per view distributors?

16 A No.

17 Q Were you involved in any discussions
18 between -- regarding the relationship between any of
19 the debtors and Direct TV?

20 A No.

21 Q And what about --

22 ROBERT YASPAN: He's already testified to
23 this. He said nothing has come up since he started in
24 terms of a new agreement, these were all in place.

25 BY MR. PAGAY:

1 Q So same answer, you weren't involved in any
2 discussions regarding the relationship with the debtors
3 and Dish Network, Lodge Net, or Viewer's Choice Canada?

4 A Correct.

5 Q Have you negotiated any transactions on behalf
6 of the debtors since becoming manager?

7 A No new substantive contracts of any kind.

8 Q I'm sorry, say that again. I didn't hear you?

9 A Nothing of substance in terms of a contract
10 that I would put against these things listed on
11 handwritten page 90.

12 Q No, I'm not -- I'm talking about anything.

13 A Oh.

14 Q No?

15 A Nothing substantive.

16 Q Well, what do you -- what is non substantive
17 then?

18 A Well, yeah, I'd say no.

19 Q I'm sorry?

20 A No, I have not.

21 Q Nothing. Okay. Got it.

22 ROBERT YASPAN: All right. I really do have
23 to call.

24 DARE LAW: I just have two names and then I'm
25 going to take a break whether we conclude or whether we

1 do something else.

2 BY DARE LAW:

3 Q Who is Abby Wilson?

4 A I believe she -- there's a TV show called "The
5 Hottest Girl in America" and I think she won a season
6 of that TV show.

7 Q And who is Anatoli Pogorela?

8 A An IT person for the company.

9 Q Okay. Since we're in the middle and
10 Mr. Yaspan needs to go, I'm actually going to continue
11 this. I need to get a date so I need my calendar, and
12 then we will reconvene at that same date for the other
13 two debtors which we didn't get to.

14 Do you want to come back today or do you want
15 to come back another day?

16 ROBERT YASPAN: There's no way I can come back
17 today.

18 DARE LAW: Okay. So if you give me two
19 minutes, I will actually go get my calendar, and I will
20 give you a date that will work for everybody. Okay.
21 Okay. Let me just get my --

22 (Pause in recording.)

23 DARE LAW: Okay. Back on the record. The
24 341(a) meeting for GGW Direct case number 213BK15132SK
25 is continued to April 22nd at 9:00 and then GGW Events

1 will be continued to April 22nd at 9:00, case number
2 213BK15134SK. GGW Magazines will be continued to
3 August (sic) 22nd at 9:00. We're going to go
4 consecutive on the cases. GGW Magazine is case number
5 13 -- 213Bk13 -- sorry, 15137SK. So they're all
6 continued to February (sic) 22nd at 9:00.

7 ROBERT YASPAN: April.

8 DARE LAW: I will put the continuance on --

9 ROBERT YASPAN: April.

10 DARE LAW: Sorry, I don't know why I keep on
11 doing that. April 22nd at 9:00 and I will put the
12 continuance on the docket. Thank you.

13 (End of recording.)

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COURT REPORTERS CERTIFICATE

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)
_____)

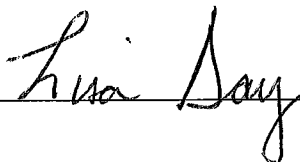
I, LISA DAY, hereby certify:

I am a duly qualified Certified Shorthand Reporter, in the State of California, holder of Certificate Number CSR 12960 issued by the Court Reporters Board of California and which is in full force and effect.

I am not financially interested in this action and am not a relative or employee of any attorney of the parties, or of any of the parties.

I am the reporter that stenographically recorded the testimony in the foregoing proceeding and the foregoing transcript is a true record of the testimony given.

Dated: April 8, 2013



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| <p>withdrew (1) 25:6</p> <p>within (5) 57:11;76:12;85:23; 135:25;161:4</p> <p>without (3) 22:19;115:19;176:12</p> <p>WITNESS (84) 6:1;7:8;8:25;11:2; 12:10;14:11;20:15; 21:18;26:11;35:12,14; 36:12;37:10;40:6;51:12; 53:20;55:24;56:2,8; 57:20;68:8;69:5,15; 70:18,21;73:6;74:12; 75:2,12,15;77:19;78:1; 79:4,23;80:10;83:13; 86:3;89:2;90:2,10;91:6; 94:18;99:2;101:6;105:3; 21;116:3;119:1,3,12; 122:1;125:22,25; 126:20;128:18;133:7; 136:10;137:19,25; 138:9;151:8;154:12; 157:10;161:22;162:19; 25;166:5,9,14;168:25; 169:13;171:22;172:7; 178:11,20;179:8,10; 181:17;182:20;189:1; 192:1;193:20;197:15; 199:18</p> <p>women (1) 95:25</p> <p>won (1) 204:5</p> <p>wondering (1) 181:11</p> <p>work (24) 22:21;23:11,17;29:9; 22;30:14;31:9,11,14,14, 15;32:18,20;36:18; 50:22;73:17;97:21; 113:22;138:20,23; 157:19;164:22,24; 204:20</p> <p>worked (5) 83:23;88:4;140:8,10, 14</p> <p>worker (1) 144:16</p> <p>working (13) 7:24;8:10;20:3;29:7, 20;32:17;36:23;43:7; 51:5;52:7;82:23;101:23; 179:15</p> <p>works (4) 22:17;28:25;39:1; 162:19</p> <p>world (2) 20:18;179:12</p> <p>worth (5) 56:22;118:21;182:6; 185:19;191:1</p> | <p>writ (1) 79:22</p> <p>writing (1) 111:7</p> <p>written (13) 34:20;41:5,7;87:10; 107:6,11,14;126:23; 143:3,5,23;166:12;199:9</p> <p>wrong (3) 79:2;131:5,10</p> <p>Wynn (17) 11:21;18:7,8,8,11,13; 24:11,12;25:20;26:6; 65:18;79:4;102:25; 129:25;163:23;164:22; 167:19</p> <p style="text-align: center;">Y</p> <p>Yaspan (367) 3:13,13;5:20,23;6:13, 22;7:7;8:20,24;9:3; 10:19;12:1,7,23;13:1,6, 10,13;14:2;17:13;20:14; 21:17;22:4;25:4;26:10; 27:6,11,22;28:5,13,22; 31:20;32:19;34:5,9; 35:6,10,13;36:6,10;37:3, 5,9;39:6,15,18,21,24; 40:1,3;42:12;43:14,18; 44:14,18,23;45:9,18; 46:7,13,17,23;48:5,18; 49:9;50:17,23;51:2,13, 22;52:8;53:14,18;54:25; 55:2,6,12,21;56:7,14,19, 23;57:7,11,14,19;60:1,4, 7,16,19;61:9,13;62:7,13; 63:22,25;64:3;65:8,25; 66:17,21;67:18;68:3; 69:3,14,21;70:1,6,14,17, 20,25;71:2,6,12,21,25; 72:4,10;73:4;74:8,11,22, 24;75:11;76:17;77:10, 18;79:2,8,14,18,21; 80:23;82:11;83:11;85:9, 11;86:2,5,7,10,12,22,25; 87:5,11,13,17,20,23,25; 88:12,20;89:13,19; 91:12,21,21;92:7;94:13, 17,21;96:13;97:3,5; 98:5;99:1,4;101:1,4; 102:7,10;103:13,17; 104:3,9,13,20,21;105:2, 6,13,17,20;107:13,17,20, 23;108:1,5,23;109:1,4,8, 12;110:19,23;111:5,9, 11;112:6,11,18,21,24; 113:6;115:14;116:2; 118:13,18,24;119:2,5,9, 11;120:14;121:2,6,9,23; 122:2,5;124:5,9,12,19; 125:9,20,23;126:23; 127:2,7;128:7,16;</p> | <p>130:15;131:1,3,11,22; 132:1,4;133:2,6,11; 134:8,11;136:8;137:6, 14,17,24;138:5,15,25; 139:17;141:12;142:10; 145:1,5,7;146:8,11; 149:11,13,15;150:3,17; 151:7,21;153:11;154:7; 156:5,9;157:17,22; 158:1,10,13,15,17; 159:4,11;160:4,7,11,15, 23;161:1,3,6,16,19,24; 162:18,24;163:12,20; 164:14;166:3,7,11,15; 168:23;169:9,23,25; 170:14,21;171:15,16,21; 172:6;174:2,11,14,18; 175:13,23;176:3,14; 177:13;178:10,17;179:6, 9,23,25;180:15;181:2,5, 20;182:1,16,23,25; 183:5,20;184:14,17,21, 24;185:11,18,23;188:21, 25;189:2;190:2,18; 191:9,12,21,24;197:14; 199:14;200:14,24;201:6, 15;202:22;203:22; 204:10,16;205:7,9</p> <p>year (20) 30:9;44:2;50:2;61:17; 114:3;115:21;117:21; 123:14,16,20,24;133:23; 135:12;142:5,11; 147:25;148:5,25;163:7; 193:3</p> <p>years (15) 8:6;10:4;56:15,22; 67:17;79:16;115:21; 117:21,21;123:23;125:2, 3;147:13;148:16;164:6</p> <p>years' (1) 56:22</p> <p>Yep (1) 182:16</p> <p style="text-align: center;">Z</p> <p>Zieh (2) 65:17;163:22</p> |
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**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION**

In re:

GGW BRANDS, LLC,

Debtor.

Case No.: 2:13-bk-15130-SK

Chapter 11

**PERTINENT EXCERPTS OF THE
TRANSCRIPT OF PROCEEDINGS OF
341(A) MEETING OF THE
CREDITORS OF THE DEBTORS**

Hearing

Date: April 10, 2013
Time: 10:30 a.m.
Place: Courtroom 1575
255 E. Temple Street
Los Angeles, CA 90017

**TO THE HONORABLE SANDRA R. KLEIN, UNITED STATES BANKRUPTCY JUDGE,
AND ALL PARTIES IN INTEREST AND THEIR ATTORNEYS OF RECORD:**

PLEASE TAKE NOTICE that Wynn Las Vegas, LLC d/b/a Wynn Las Vegas ("Wynn Las Vegas"), herein submits pertinent excerpts from the Transcript of Proceedings of 341(a) Meeting of

1 Creditors conducted April 8, 2013, in support of its *Motion for Order Directing the Appointment of a*
2 *Chapter 11 Trustee.*

3
4 Dated: April 9, 2013

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DEPARTMENT OF JUSTICE

OFFICE OF THE UNITED STATES TRUSTEE

REGION 16

LOS ANGELES, CALIFORNIA

TRANSCRIPT OF PROCEEDINGS OF

341 (A) MEETING OF THE CREDITORS

April 8, 2013

Lisa Day, CSR No. 12960

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10 TRANSCRIPT OF PROCEEDINGS OF
11 341(a) Meeting of the Creditors
12 April 8, 2013
13 Room 2610
14
15
16
17
18
19
20
21
22
23

24 Transcribed by Lisa Day
25 Certified Shorthand Reporter No. 12960

1 BY DARE LAW:

2 Q And what is Pablo Holdings?

3 ROBERT YASPAN: What does that mean, "what
4 is"?

5 BY DARE LAW:

6 Q Is it a corporation? Is it an LLC? Is --
7 what sort of entity is it?

8 A It's an LLC.

9 Q And do you know what Pablo Holdings does in
10 terms of its business?

11 A No.

12 Q And who is the member of Pablo Holdings? Do
13 you know?

14 A I -- I don't know. I don't know.

15 Q Do you have any ownership interest in GGW
16 Brands, LLC?

17 A No.

18 Q Who do you take direction from with respect to
19 the members of Brand?

20 A No one.

21 < Q So is it fair to say that with respect to the
22 management of Brands, you are the ultimate
23 decision-maker?

24 A Yes.

25 Q And why did Brands file bankruptcy? >

WYNN

1 A I think it was a matter of finances and -- and
2 debt to income and asset ratio.

3 Q Well, according to the schedule, there has
4 been no income to this debtor for the past three years,
5 so I'm going to get into that in a little while.

6 What do you mean by debt to income ratio?

7 A I -- I -- I don't know. I don't know if it
8 had to because the other entities that it is the parent
9 company of filed. I'm not certain how to answer that.

10 Q Are you going to be testifying for Direct,
11 Events, and Magazine?

12 A Yes.

13 Q So what caused the bankruptcy filing in
14 general for Brands and to the other companies?

15 A I think it's a matter of debt to income.
16 I'm -- not being able to pay bills.

17 Q What bills was it not able to pay?

18 A Various.

19 ROBERT YASPAN: Did it have anything to do
20 with --

21 DARE LAW: Counsel, I -- I want to ask the
22 questions. So if he doesn't understand, please let him
23 tell me he doesn't understand my question. Let him
24 answer and then if we need a clarification, we can have
25 either some colloquy or I can re-ask -- rephrase the

1 question for Mr. Dale.

2 THE WITNESS: Yeah, I don't understand the
3 question.

4 BY DARE LAW:

WYNN

5 Q Well, the debtor filed bankruptcy. Was there
6 a precipitating factor that caused the debtor to file
7 bankruptcy?

8 A I think legal concerns.

9 Q Like what? What do you mean by legal
10 concerns?

11 A I don't know exactly how to answer that to --
12 to make sense.

13 Q Was there some sort of lawsuit pending at the
14 time?

15 A I think it's -- it's a series of lawsuits and
16 the legal expenses defending those suits are
17 significant.

18 Q What was the nature of the lawsuits?

19 A Some had to do with people that were filmed at
20 one time or another. Some had to do with Joe Francis
21 and Steve Wynn.

22 Q Okay. Let's talk about the filming. What
23 lawsuits were either pending or had been concluded or
24 were potential lawsuits with respect to filming. What
25 does that mean?

1 ROBERT YASPAN: -- that has the -- the
2 lawsuits?

3 DARE LAW: I'm going to go through Schedule F
4 first and then I'll come back to the statement of
5 financial affairs.

6 ROBERT YASPAN: Okay. Oh, F, that was in the
7 earlier file.

8 DARE LAW: Right. It's the -- it was filed
9 on --

10 ROBERT YASPAN: 27th.

11 DARE LAW: -- February 27th along with the
12 initial petition.

13 ROBERT YASPAN: Sorry.

14 BY DARE LAW:

15 Q Okay. For Schedule F there was the first
16 claim for Alan Michael Wade care of the Law Offices of
17 Shane M. Malade or Malade. It says, "(inaudible)
18 pending litigation re personal injury." What is that
19 debt about?

20 A I don't know.

21 Q Well, where did you get this information to
22 include this debt on the petition?

23 A Possibly from counsel or the accounting
24 department.

25 Q When you say possibly counsel, which counsel?

WYNN

1 < You have several counsel at the table?

2 ROBERT YASPAN: A couple. >

3 BY DARE LAW:

4 Q A couple?

5 A (Inaudible) can I ask a question to my
6 counsel?

WYNN

7 < Q Yes, sure.

8 A Do you know what this is or remember what this
9 is.

10 RONALD TYM: Yeah, I provided the information.

11 THE WITNESS: Okay.

12 BY DARE LAW:

13 Q So Mr. Tym provided it to you?

14 A Yes. >

15 Q And you had discussion about this claim with
16 Mr. Tym? I don't really want to know the -- the nature
17 of the discussion. I just want to know if you talked
18 to him about it.

19 A If -- if at all, it was brief. I don't
20 remember much about it.

21 Q Who provides direction to counsel with respect
22 to lawsuits that might be pending?

23 A I do.

24 Q So you're the interface with counsel if
25 there's a lawsuit, what's happening in the lawsuit,

1 Q Counsel, I need you to look into that to see
2 whether in fact they are a creditor if they had
3 represented Brands.

4 And do you know, Chris, may have signed the
5 retainer agreement on behalf of Brands?

6 A I don't know.

7 Q Was this litigation pending when you became
8 manager?

9 A Yes.

WYNN 10 Q Okay. And then there is the attorney for
11 Wynn, it says notice only but no dollar amount owed.
12 That -- does this relate to the litigation that Wynn
13 has against Joe Francis?

14 A Yes.

15 Q And then there is the Tamara Favazah claim?

16 A Yeah.

17 Q What is that for?

18 A I believe it has to do with someone who was
19 filmed who was not 18. I don't remember directly
20 though.

21 Q And who was handling this litigation on behalf
22 of the debtor?

23 A I don't remember.

24 Q The attorney? You don't know the outside
25 attorney?

WYNN

1 A Right. I can't remember the name.

2 DARE LAW: Counsel, do you recall who the
3 outside attorney might be?

4 ROBERT YASPAN: I believe the name -- the name
5 of the firm was Barry and Maxim, but they have
6 withdrawn -- they withdrew shortly the filing of the
7 petition.

8 BY MS. LAW:

9 Q And what is the status of the litigation with
10 Ms. Favazah?

11 A As concerns these entities, it's stayed,
12 but --

13 Q Right, but at -- before it got stayed, where
14 were we?

15 A It was still determining whether proper
16 service had been made and whether there was personal
17 jurisdiction over GGW Brands.

18 Q Where is the lawsuit pending?

19 A In federal court in St. Louis.

20 Q And then the Wynn Las Vegas, there's just over
21 \$10 million claim. It says, "Alter ego claim against
22 debtor for judgment suffered by Joe Francis."

23 And what is that claim about?

24 A I believe it's an attempt to collect on the
25 judgment that is against Mr. Francis.

1 Q And is there a lawsuit against the debtor
2 pending on this?

3 A Don't know.

4 Q Since you became manager, have you interfaced
5 with any attorney on behalf of Brand with respect to
6 this Wynn claim?

7 A If at all, only Mr. Tym.

8 Q According to your Schedule B, you can turn to
9 it if you like, it says that --

10 ROBERT YASPAN: B as in --

11 THE WITNESS: Is it in this same section?

12 BY DARE LAW:

WYNN

13 Q Right, B, personal property. It says that the
14 debtor holds 100 percent membership interest in GGW
15 Direct, LLC, and you value that interest at
16 3.3 million. How did you term that value?

17 A As a, I believe, combined assets of the other
18 three entities you mentioned.

19 Q Well, it says here Direct is 3.3 million by
20 itself, Magazine is valued at 100,000, and Events is
21 valued at \$336,000. How did you determine these
22 values?

23 A Based on sales, assets.

24 Q Is it book value or liquidation value?

25 A I don't know the difference of that actually.

1 Q Now, it says here that there's \$4,000 due from
2 affiliates. What would that be from?

3 A Due from affiliates, due to -- maybe amounts
4 that are due back that were over paid. I'm not
5 certain.

6 ROBERT YASPAN: There's a due from due to
7 chart and this is the net number as of some date before
8 the filing.

9 BY DARE LAW:

10 Q Did you provide a due from due to chart?

11 ROBERT YASPAN: I believe we gave you the
12 balance sheet. Those numbers are on the balance sheet.

13 BY DARE LAW:

WYNN

14 Q On Schedule B number 23 it says licensees,
15 franchises, and other general intangibles but it says
16 none. Does Brands have any interest in any
17 intellectual property?

18 A I don't believe so.

19 Q I believe earlier there was a comment that
20 Brands was a licensee of some intellectual property.
21 Did I hear that earlier?

22 ROBERT YASPAN: You heard sub licensee.

23 BY DARE LAW:

24 Q Sub licensee. Okay. What is the intellectual
25 property for that sub licensee?

WYNN

1 A I believe the use of -- I think it's Girls
2 Gone Wild.

3 Q The brand name Girls Gone Wild?

4 A I believe so, yeah.

5 ROBERT YASPAN: Yeah, that'll have to be
6 amended. Go ahead.

7 RONALD TYM: Technically it's correct that all
8 licenses to Brands were terminated prior to the filing
9 of this bankruptcy. There's a new trademark agreement,
10 but that is with Direct.

11 DARE LAW: So who terminated the agreement on
12 the sub licensee.

13 ROBERT YASPAN: You're right. It's with
14 Direct. Thank you.

15 BY DARE LAW:

16 Q Mr. Dale, who terminated the agreement with
17 the licensor?

18 A I'm not certain. I think -- I don't know.

19 Q Who was the licensor if Brands was the sub
20 licensor?

21 A I don't know.

22 ROBERT YASPAN: Mr. Tym might know.

23 BY DARE LAW:

24 Q Can you explain to me what your duties are
25 as a manager? Because every organization works a

WYNN

1 little bit differently, so can you explain to me what
2 you do as a manager?

3 A Make decisions on hiring and firing, sign
4 checks when there's a bill to be paid, general
5 direction of the business.

6 Q And what is your day-to-day like?

7 A Working with the department heads to run the
8 business.

9 Q And how many hours do you normally work a
10 week?

11 A Pretty limited.

12 Q Why would it be limited?

13 A I don't know. Maybe just a couple hours a
14 week.

15 Q For Brands or for all the four debtors?

16 A All four.

17 Q Do you hold a job outside of being manager for
18 whether it's Brands or the other three entities?

19 A Yes.

20 Q Oh, what is it that you do outside of working
21 for Brands and -- and the other three entities?

22 A Human resources work for another company.

23 Q And what is that other company?

24 A Movie Clips.

25 Q And Movie Clips in any way affiliated with

WYNN 1 Brands, Direct, Events, Magazine, or Perfect Science
2 Lab?

3 A No.

4 Q So it's a third party totally unaffiliated
5 with Joe Francis or any of these other entities?

6 A That's right.

7 Q And what is your salary for Brands or the
8 three debtor entities?

9 A It's \$24,000 a year.

10 Q I thought I saw something that said you were
11 making about 75,000, whether it's for Brands or one of
12 the other entities?

13 A I had at one time, but not as manager.

14 Q So when you say you work a few hours, can you
15 quantify that a little bit more?

16 A Maybe four or five hours a week.

17 Q So if somebody needs something on a particular
18 day because something is happening with the company,
19 who would they go to?

20 A Their manager potentially or to me. I'm
21 always available via cell phone or e-mail.

22 Q So can you explain to me the structure of the
23 business? Let's say you're at the top, and then how
24 does the structure flow from you?

25 A There are a couple of VPs over the main

1 departments.

2 Q And what are the main departments?

3 A The online team.

4 Q Uh-huh.

5 A The production team and probably the
6 accounting team. Those probably comprise the main
7 aspects.

WYNN

8 Q Can you tell me is there different divisions
9 or departments for people who only work for Brands?
10 And I know that -- that the employees are leased
11 through Perfect Science. So when I say work, I know
12 that they come from Perfect Science Labs, but in terms
13 of the debtor entities, are there people that only do
14 Brands and then only work for Direct and only work for
15 Events and only work for Magazine?

16 A Don't think so, no.

17 Q So then how do you allocate time for each
18 separate entity in terms of making payments to Perfect
19 Science so those people could be paid for their time?

20 ROBERT YASPAN: That assumes something not in
21 evidence, that he's the one that actually allocates
22 that.

23 DARE LAW: Well, he can tell me whether he is
24 or not.

25 ///

WYNN

1 think there's anyone strictly dedicated or the VP level
2 to one of these entities.

3 < Q So when -- and please speak up a little bit
4 because I'm told that other people can't hear you.

5 So how is it allocated in terms of making
6 payment to Perfect Science Lab when the debtors have to
7 make payment for employee time for whatever the
8 agreement is with Perfect Science, how do you decide
9 which debtor pays how much?

10 A I don't know.

11 Q Well, who would know that?

12 A Our accounting department.

13 Q So what is your role in determining, if any,
14 allocation of human resources among the four entities?

15 A Well, if one of the entities needs a new
16 employee for example, I'd be involved in that decision.
17 But in terms of figuring out percentages of who does
18 that time for which, if that's part of your question, I
19 don't --

20 Q Yes, that's part of my question.

21 A Yeah, I don't make decisions like that.

22 Q Well, who makes that decision?

23 A I'd say the accounting department.

24 Q And do they have to ask you as manager, this
25 is what we want to do? Is it okay? Or do they have >

WYNN

1 authority to just go ahead and do it on their own?

2 A I -- I'd say between the accounting and the
3 department heads, they have authority to make decisions
4 of that nature.

5 ROBERT YASPAN: We have brought with us a
6 director of accounting, director of human resources
7 that are in the room here should --

8 DARE LAW: Yes, I can see them.

9 ROBERT YASPAN: I know, but it's not on the
10 record that they're here.

WYNN

11 DARE LAW: Yeah, that's fine. Okay. Because
12 they're not managers, I'm not going to take testimony
13 from them even though they may have knowledge. I'm
14 only going to take testimony from an authorized
15 representative of the debtor in terms of managers or
16 members. So since Mr. Dale is the only one here who's
17 a manager, I'm only going to take the testimony from
18 Mr. Dale.

19 Now, I may ask you to provide information
20 which you can give to me in written form later to
21 answer some of these questions if Mr. Dale doesn't
22 know. So for example, in this line of questioning, I
23 would like to know who are these VPs of production,
24 accounting, online, and what -- how many personnel are
25 staffed for each one because when we get to a

WYNN

1 disclosure statement, if there's payroll and those
2 sorts of things, I want to know how that's allocated to
3 each individual debtor, particularly because right now
4 they still are four separate debtors, four separate
5 legal entities.

6 ROBERT YASPAN: All right. So you want names
7 first?

8 DARE LAW: Yes, I want names first and then
9 number of personnel under each debtor.

10 ROBERT YASPAN: Do you understand what she
11 wants?

12 THE WITNESS: Yes.

13 ROBERT YASPAN: Okay.

14 THE WITNESS: I -- I think it -- just to sort
15 of help clarify, right now as I think we've indicated
16 in prior meetings, the four companies don't really act
17 like four different companies. So the leasing is
18 leasing of employees from Perfect Science Labs to GGW
19 Direct. So you have those employees of GGW direct and
20 then there's no real allocation among the other
21 entities. You know, I think part of the confusion was,
22 you know, they may be assigned tasks that have to do
23 with the Magazine or Events, but technically they're
24 all just leased by Direct and paid by Direct.

25 ///

WYNN

1 BY DARE LAW:

2 Q So if fair to say, Mr. Dale, that there really
3 is no strict separation of Brands, Direct, Magazines,
4 Events?

5 A Yes.

6 ROBERT YASPAN: That's a legal conclusion.

7 BY DARE LAW:

8 Q Well, let me -- let me ask it a different way.
9 Because --

10 ROBERT YASPAN: Give me a chance to say
11 something.

12 THE WITNESS: Sure.

13 BY DARE LAW:

14 Q If you don't understand my question, let me
15 know, but with -- in terms of how the separate debtors
16 operate among themselves, your attorney has told me
17 that there's not a strict delineation, most of the
18 people work for Direct or doing what Direct needs, but
19 there's no strict allocation for Brands, Events, and
20 Magazine.

21 So how and when is it decided that people are
22 going to do things for either Brands, Events, or
23 Magazines if they're mostly working for Direct?

24 A I think it's a decision made by department
25 heads.

1 Q Do they report to any other persons?

2 A No, among -- among each other, but no, not
3 directly.

4 Q Now, according to your Schedule B, this debtor
5 Brands does not own any cars, trucks, trailers,
6 vehicles, things like that?

7 A That's correct.

8 Q And there are no secured creditors in this
9 case?

10 A I don't believe so.

11 < Q Now, let's go back to the licensing agreement.
12 Who decided to terminate that sub licensing agreement
13 for the brand Girls Gone Wild?

14 A I learned about it through counsel, but I'm
15 not sure who made that decision.

16 Q Was it made during your tenure as manager?

17 A May I speak with counsel?

18 Q Sure (inaudible) your counsel.

19 A Yeah, yeah, yeah, that's what I thought.

20 That's what I thought. Yeah, the decision was not made
21 by me. It was terminated by the holder of the
22 intellectual property rights.

23 Q And who holds that property right?

24 A Path Media. >

25 Q And is Path Media somehow affiliated, related

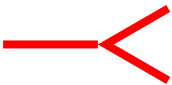
1 to, works with other than the renting of the licensing
2 agreement with the parent company of the debtor? The
3 Path Media -- wait, hold on. Let me see.

4 Who's Path Media again? Tell me who Path
5 Media is again.

6 ROBERT YASPAN: I don't think we're at again.

7 BY DARE LAW:

8 Q First time. Does the parent -- oh, Pablo
9 Company is the holding company.

10  Does Pablo Company have any interest in Path
11 Media? Do you know?

12 A I don't know.

13 Q Is Path Media related to any of the members of
14 either Brands, Direct, Events, or Magazine?

15 ROBERT YASPAN: Well, he's the member of
16 Brands.

17 DARE LAW: Right.

18 ROBERT YASPAN: And Brands is the member of
19 the other three.

20 DARE LAW: Yes.

21 ROBERT YASPAN: So you're either asking
22 whether he or Brands has a relationship with Path.

23 DARE LAW: Member, not manager. Member.

24 ROBERT YASPAN: Member, that's right.

25 DARE LAW: Yeah. So do -- 

WYNN

1 < ROBERT YASPAN: Oh, manager, that's right.

2 DARE LAW: Yeah, he's the manager.

3 ROBERT YASPAN: Right.

4 DARE LAW: But I'm asking do any members own
5 Path Media?

6 THE WITNESS: I don't know.

7 BY DARE LAW:

8 Q Do you know who owns Path Media?

9 A No.

10 Q And why did Path Media terminate the sub
11 licensing agreement?

12 A I don't know.

13 Q They didn't notify you that they were going to
14 make the termination?

15 A I learned about it through counsel, but I'm
16 not certain of the reasons for it. >

17 Q Did they send a letter of termination?

18 A That we received a letter for, yes.

19 Q Did you see it personally?

20 A I believe so.

21 Q Did they state a reason why they were
22 terminating?

23 A May I speak with counsel again?

24 Q Well, if -- I want you to let me know if you
25 recall first or not.

1 A I -- I don't -- I don't -- no, I do not.

2 Q Okay. Then go ahead and speak with your
3 counsel.

4 A Yeah, yeah, there was no reason given.

5 Q Was there a written sub licensing agreement?
6 Yeah, can you speak up a little bit? Was there a -- a
7 written licensing agreement?

8 A I don't think there had been.

9 Q It was oral?

10 A I don't know.

WYNN

11 Q Do you know what the terms of the licensing
12 agreement were?

13 A No.

14 Q Do you know if there were royalty payments due
15 under that licensing agreement?

16 A I don't.

17 Q I'm sorry, I can't --

18 A I do not know.

19 Q Who would know that information?

20 A Possibly counsel or accounting department.

21 Q And which counsel would it be when you say
22 "counsel"?

23 A I imagine potentially Mr. Tym, if -- if
24 anyone. I don't know.

25 Q I'm sorry, you're very soft spoken and we have

1 like people sitting way in the back. We have people
2 sitting on the -- so please speak up. I know it's --
3 you're normally soft spoken, but I'm asking you to
4 speak up a little bit.

5 A If -- the counsel I'm referring to is Mr. Tym.

6 Q Would there be any other counsel involved
7 other than bankruptcy counsel?

8 A Possibly.

WYNN 9 Q Do you know how long that licensing agreement
10 would have lasted prior to termination?

11 A No.

12 ROBERT YASPAN: But for termination.

13 BY DARE LAW:

14 Q But for termination. Prior to termination.
15 Same thing. I mean, before termination, how long was
16 it supposed to go?

17 A I don't know.

18 Q How long ago did you -- when I say you, I mean
19 Brands -- get the termination letter?

20 A I don't remember. It was -- if I may ask
21 counsel.

22 Q You don't know, you don't know?

23 A I don't know.

24 Q So I recall your counsel saying that there was
25 a new agreement. Is that with Path Media?

WYNN

1 A I believe so.

2 Q Who negotiated the new agreement?

3 A Counsel.

4 Q Were you involved in that negotiation?

5 A To a limited degree.

6 Q Why limited?

7 A I trust the folks working with me to make
8 decisions.

9 Q But who made the ultimate decision of what the
10 terms of that new agreement might be?

11 A Myself and counsel.

12 Q And what are the terms of that new agreement?

13 A I don't remember the specifics.

14 ROBERT YASPAN: But we did deliver that to
15 you.

16 DARE LAW: Okay. I'm just trying to get some
17 background.

18 ROBERT YASPAN: Fair enough. But you have the
19 agreement.

20 BY DARE LAW:

21 Q Okay. And who signed the agreement on behalf
22 of the debtor?

23 A I did.

24 Q And do you know how long that agreement goes
25 to?

WYNN

WYNN

1 A I believe it's through the end of May this
2 year.

3 Q Is it -- I don't have the agreement in front
4 of me. Is it at least a one-year term that you signed
5 for?

6 A I don't think so.

7 Q Why so short?

8 A I -- I think it was the only terms that Path
9 would allow.

10 Q And who at Path were you negotiating with?

11 A It was done through counsel. I don't know.

12 Q Who was their counsel? Do you know?

13 A I don't remember.

14 ROBERT YASPAN: Their counsel or his counsel?

15 BY DARE LAW:

16 Q Path's counsel, if you know?

17 A No, I don't know.

18 ROBERT YASPAN: I -- the record should say
19 it's getting close to 10:00. The questions you're
20 asking go beyond Brands and of course you're being --

21 DARE LAW: I thought the sub licensing
22 agreement was with Brands?

23 ROBERT YASPAN: Well, hold on. Let me finish.
24 The -- the questions you're asking are being, of
25 course, led by the answers, which indicate that there's

1 Okay. I don't hear any objections for me to go a
2 little bit longer on Brands, so I'm just going to try
3 to move this along.

4 BY DARE LAW:

5 Q Okay. So the IT with Path Media, did you know
6 who that counsel for Path Media was?

7 A I think IP or IT, I --

8 Q The counsel for -- the attorney for Path Media
9 who you were --

10 A No.

11 Q -- negotiating with?

12 A The no.

13 Q Did you ever meet them?

14 A No.

15 Q And -- and in terms of the rights that you
16 have under the licensing agreement, is it similar to
17 the previous sub licensing agreement?

18 A I don't have knowledge of the -- that previous
19 agreement, so I don't know.

20 Q What are the terms of the new agreement? You
21 say it goes until May, but what about payments and
22 those sorts of things, royalty payments?

23 A I don't remember the specifics.

24 Q Do you know if payments are due monthly or
25 quarterly or some other period?

WYNN

1 A I don't remember.

2 Q Have any payments been made to Path Media for
3 use of the intellectual property?

4 A I don't recall.

5 ROBERT YASPAN: He may not recall, but we've
6 given you the agreement and it lists it at page 2 what
7 payments were made.

8 BY DARE LAW:

9 Q Okay. And that agreement was made before --
10 sorry, after the bankruptcy filing so it doesn't show
11 up on the executory contract and the previous agreement
12 you say was terminated prior to the filing; is that
13 correct?

14 A I think that's right if I --

15 Q Okay. But executory contracts should still
16 include the employee agreement with Perfect Science
17 Lab, shouldn't it? This is for counsel.

18 ROBERT YASPAN: The what?

19 DARE LAW: The executory contracts and
20 unexpired leases, you have an employee agreement with
21 Perfect Science Labs, so shouldn't that be on this
22 Schedule G?

23 RONALD TYM: Well, again, that agreement is
24 just with GGW Direct.

25 DARE LAW: But not with Brands?

1 Why did the debtor have bank accounts if it
2 had no income or expenses?

3 A Well, I think an example of any (inaudible)
4 would be like it's -- it's actual filings with the
5 state or -- or like parasite corporation, that kind of
6 thing. So it had super limited expenses but for -- for
7 that reason.

WYNN

8 Q And the National Bank of California, it had a
9 closing balance of \$26,308. What happened to that
10 money?

11 A I don't know.

12 Q And where would the source of that money be
13 from?

14 ROBERT YASPAN: Of these exact dollars?

15 BY DARE LAW:

16 Q Well, the monies that are in this account,
17 where would the money come from?

18 ROBERT YASPAN: That's a different question.
19 Okay.

20 THE WITNESS: I'm not certain.

21 BY DARE LAW:

22 Q Yeah, the source of the money, where'd it come
23 from? You don't know?

24 A I don't know.

25 Q And who was the signatory on these accounts?

1 Francis. Was he ever acting as member for Brands, if
2 you know?

3 A I don't believe so.

4 Q And with respect to his American Express card,
5 was there a limit given to him with respect to how much
6 he could spend in any given time?

7 ROBERT YASPAN: I'm going to ask you to
8 rephrase. His American Express card --

9 DARE LAW: Mr. Francis. I'm only talking
10 about Mr. Francis right now.

11 ROBERT YASPAN: The card within the Brands'
12 account?

13 DARE LAW: Yes.

14 ROBERT YASPAN: Or are you talking about
15 Francis' own credit card account?

16 DARE LAW: No, I'm only talking about the
17 American Express issued to GGW Brands that Mr. Francis
18 used.

19 ROBERT YASPAN: Right, do you understand that?

20 THE WITNESS: Okay. Yes.

21 BY DARE LAW:

WYNN

22 Q So there was American Express card issued to
23 Mr. Francis under the GGW Brands Joe Francis user. Was
24 there ever a limit given to Mr. Francis of how much he
25 can spend at any given time?

WYNN

1 A Nothing formal to my knowledge.

2 Q What, if any, was the agreement for
3 Mr. Francis' use of that American Express card?
4 Because he didn't show up on the employee list and he
5 wasn't a member or a manager.

6 A I don't think there's any formal agreement.

7 Q Was there an informal agreement?

8 A Not to my knowledge.

9 Q Why would Mr. Francis be given an American
10 Express card?

11 A I don't know.

12 Q Was it before you were a manager?

13 A I believe he had the card before I was
14 manager, yes.

15 Q And when you became manager, did you ever have
16 discussion with Mr. Francis about limiting the use of
17 that card?

18 A No.

19 Q Did you have any discussion at all with
20 Mr. Francis about the use of that card?

21 A No.

22 Q Was there any decisions during your tenure as
23 manager about his use of the American Express card?

24 A No.

WYNN

25 Q And what, if any, is Mr. Francis' role with

WYNN

1 < respect to the GGW Brand? And when I say "Brand," I
2 mean the four corporate entities and his being, you
3 know, possibly the face or however else you want to
4 characterize it. What is his role with respect to the
5 debtors?

6 A I think that you said it, and that is the face
7 of Girls Gone Wild and the creator of Girls Gone Wild.

8 Q Why wouldn't the -- strike that.

9 Do you know if at any time there was any sort
10 of agreement between this debtor or any of the other
11 debtors with respect to his roles or duties about
12 the -- being the face of Girls Gone Wild and if I'm
13 mischaracterizing it, feel free to re-characterize it.

14 A I don't know that there's any formal
15 agreement.

16 Q Has Mr. Francis been using the American
17 Express card since the filing of the case, if you know?

18 A I don't know.

19 Q Have you asked him not to use the card?

20 A No.

21 Q Do you know if anybody in the companies have
22 asked him not to use the card?

23 A I don't know. >

24 Q Counsel, do you know if he's still using the
25 card?

1 your tenure as manager about his use of the American
2 Express card?

3 A Correct.

4 Q Do you know if anybody, whether it's for
5 Brands or any of the other entities, have discussions
6 with Mr. Francis about the use of his American Express
7 card?

8 A I don't know.

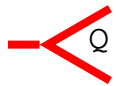
9 ROBERT YASPAN: You're talking about during
10 the administration?

11 DARE LAW: During Mr. Dale's administration as
12 manager.

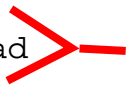
13 ROBERT YASPAN: Well, part of that went
14 through the administrative proceeding starting on
15 February 27th.

16 DARE LAW: No, I mean he became manager
17 October, November last year he said.

18 BY DARE LAW:

19  Q So from whenever you became manager, whether
20 it was October or November, to today, has there been
21 any discussion by yourself with Mr. Francis with
22 respect to use of that American Express card?

23 A No.

24 Q And since October, November, whenever you
25 became manager, do you know if any of your staff had 

WYNN

1 < discussions with Mr. Francis about his use of the
2 American Express card?

3 A I don't know.

4 Q Do you know how much he was incurring per
5 month on his American Express card since the time
6 you've been manager?

7 ROBERT YASPAN: And prior to the 11 or are
8 you --

9 BY DARE LAW:

10 Q Since October, November 2012 you became
11 manager?

12 A Right.

13 ROBERT YASPAN: All right. Let's divide --
14 that's an important question. So let's divide that up
15 to the time of the filing and then after the filing if
16 you could.

17 BY DARE LAW:

18 Q Okay. So between October, November 2012 to
19 February 27th when the debtor filed, did you or if you
20 know of any of your staff had discussions with
21 Mr. Francis about the use of the American Express card?

22 A I don't think so.

23 Q And do you know if any of your staff talked to
24 him about the use of the American Express card?

25 A I don't believe so. I don't know. >

WYNN

1 Q And then from the filing February 27th until
2 today, have you discussed with Mr. Francis the use or
3 cancellation of that American Express card?

4 A I have not personally, but I don't know when
5 the card was closed to know the date of the card having
6 been closed.

7 Q Who issued the directive from the debtor to
8 cancel that American Express card? Was it yourself?

9 A I don't know. I don't believe so.

10 Q It wasn't you who said cancel all American
11 Express cards? Are there -- can you give me a verbal
12 answer?

13 A No.

14 Q This only does verbal, not nods of heads or
15 shakes of heads.

16 A No.

17 Q Do you know if any of your staff discussed
18 with Mr. Francis the cancellation of his American
19 Express card?

20 A I don't know.

21 Q There were others that had --

22 ROBERT YASPAN: But some of his attorneys
23 might have.

24 DARE LAW: Yeah, but I'm asking if he knows.

25 ROBERT YASPAN: That's correct.

1 A Yes.

2 Q Is that the address of GGW Brands?

3 A No.

4 Q Then why was it indicated on the petition you
5 signed as the address?

6 A I think -- I believe it's since been amended,
7 but --

8 Q Well, was 1601 Clover Field Boulevard ever the
9 address of GGW Brands?

10 A Yes.

11 Q When?

12 A For a brief period I think in -- I don't
13 remember exact dates.

14 Q When did it stop being the address of GGW
15 brand?

16 A I think around November of 2011.

17 Q So years before the petition was filed?

18 ROBERT YASPAN: Objection. It's
19 argumentative. Direct him not to answer.

20 BY MR. PAGAY:

WYNN 21 < Q Whose decision was it to file the bankruptcy
22 case? And when I say -- this bankruptcy case?

23 A Collective. Myself, attorneys.

24 Q So the decision to file was made by yourself
25 and attorneys? >

WYNN

1 A Correct.

2 Q Which attorneys?

3 ROBERT YASPAN: Objection. Goes into the
4 attorney-client privilege.

5 MR. PAGAY: I'm asking for the identity of the
6 attorneys, not the -- any communications that were
7 divulged.

8 THE WITNESS: Mr. Tym.

9 BY MR. PAGAY:

10 Q Anybody else?

11 A No.

12 Q Did you speak at all with Joe Francis
13 regarding the filing of this case?

14 A No.

15 Q Okay. Mr. Dale, who hired you for your
16 current job?

17 A For the manager position?

18 Q Yes.

19 A I learned about my appointment through
20 Mr. Tym.

21 Q You learned about your appointment? So did
22 you interview?

23 A No.

24 Q Did you apply for the position?

25 A No.

WYNN

1 Q Were you surprised to learn that you'd been
2 appointed the manager of this business?

3 ROBERT YASPAN: Objection. Not relevant. You
4 can answer.

5 THE WITNESS: No.

6 BY MR. PAGAY:

7 Q Since your appointment as manager, have you
8 had any interaction with your company's owner, Pablo
9 Holdings?

10 A No.

11 Q Do you feel you have any responsibilities to
12 Pablo Holdings as the owner of your company?

13 A No, I --

14 ROBERT YASPAN: That's the right answer.

15 THE WITNESS: No.

16 BY MR. PAGAY:

17 Q I'm sorry, I didn't hear. It's a little loud?

18 A No.

19 Q Thank you. Okay. What does the GGW Brands
20 hope to achieve in its chapter 11 case?

21 ROBERT YASPAN: Objection. That goes to
22 attorney-client and that's not something we know yet.

23 BY MR. PAGAY:

24 Q So you're answering on behalf of the company
25 that's not -- you don't know why you're in chapter 11?

1 BY MR. PAGAY:

2 Q The very, very first claim of Alan Michael
3 Wade, could you describe what that relates to?

4 ROBERT YASPAN: You just said you're not going
5 to duplicate questions. We went through 15 minutes of
6 him saying he didn't know what this was about.

7 MR. PAGAY: I'm just making sure. So this
8 was -- so you didn't -- it was this or the Raiment when
9 he didn't know what it was about.

10 ROBERT YASPAN: It was Wade.

11 MR. PAGAY: It was wait you're talking about.

12 Okay. Just making sure.

WYNN

13 Q Mr. Dale, do you perform any functions for
14 Pablo Holdings?

15 A No.

16 Q None? Do you know who owns -- I'm sorry, do
17 you know if Mr. Francis is related to Pablo Holdings?
18 I'm sorry, I mean Joseph Francis?

19 A I don't know.

20 Q You don't know. Okay. Do you know what kind
21 of business Pablo Holdings is in?

22 A No.

23 Q Okay. Let's go to tab two, Schedule B. And
24 this question, Ms. -- Ms. Law did ask you, but I have
25 two different answers in my notes and I want to make

WYNN

1 A I don't believe so, no. It was literally a
2 month, so I don't know.

3 Q Okay. Still on the statement of financial
4 affairs turning to page 3 of that -- of that document,
5 it says \$35,000 was paid on the 28th of December to GGW
6 Direct. Why would there be a payment from Brands to
7 GGW Direct?

8 A I don't recall. I don't remember why that
9 amount was paid.

10 ROBERT YASPAN: But once again, it's something
11 we can provide for you. We have the resource available
12 in the room.

13 BY MR. PAGAY:

14 Q Okay. Turning now to page 10 of the statement
15 of financial affairs, looking at item 19, looking first
16 at sub item A, does GGW Brands have any accountants or
17 bookkeepers?

18 ROBERT YASPAN: Wait a minute. Right here.

19 THE WITNESS: Yeah, I don't believe so.

20 BY MR. PAGAY:

WYNN

21 Q So is there any entity of which you're aware
22 that provides bookkeeping or accounting services for
23 GGW Direct?

24 DARE LAW: We're on Brands.

25 MR. PAGAY: I'm sorry, Brands. Thank you.

WYNN

1 THE WITNESS: I don't believe so.

2 MR. PAGAY: It's happening already.

3 BY MR. PAGAY:

4 Q So does GGW Brands have financial and business
5 records?

6 A Yes.

7 Q What individual might -- might be in
8 possession of those financial and business records?

9 A I don't know that there's any individual.
10 It's that -- if -- if anything exists, it's at the
11 office. I don't know any individual has it. Like
12 accounting would have accounting records, for example.

13 Q Okay. So would it be accurate to say that
14 your accounting department has all of the books and
15 records of the -- of GGW Brands?

16 A They should, yeah.

17 Q And the head of that department is who?

18 A Mandy Isaac.

WYNN

19 Q Okay. Turning now to tab four which is the
20 status report that counsel referred to a minute or two
21 ago, turning to page 2, beginning at line five. The
22 status report there talks about how GGW Brands is a sub
23 licensor of IP used by the three other companies. Is
24 that accurate or inaccurate?

25 A I don't know.

WYNN

1 Q Okay.

2 ROBERT YASPAN: That was wrong. You can say
3 it. Who's the guy over there?

4 THE WITNESS: I don't know. I think Wynn
5 counsel also, but I'm not certain.

6 MR. PAGAY: Again, I'm pausing to make sure I
7 don't duplicate what Ms. Law's already asked.

8 ROBERT YASPAN: I think that's (inaudible) GW
9 Direct is a licensee so it lets GW Brands use it so
10 GW Brands would be a sub license (inaudible) --
11 BY MR. PAGAY:

12 Q Mr. Dale, do you ever speak with Joseph
13 Francis about the business of GW Brands?

14 ROBERT YASPAN: That's a broad question.
15 He's -- he's been an employee there or a manager for
16 two years.

17 MR. PAGAY: So I asked has he ever.

18 ROBERT YASPAN: Just.

19 MR. PAGAY: Spoken with -- with Joe Francis
20 regarding the business of GW Brands.

21 ROBERT YASPAN: That goes back to your HR time
22 the way the question was writ -- is posed.

23 THE WITNESS: I would ask to just clarify the
24 business in what respect.

25 BY MR. PAGAY:

1 Q Okay. First let's go beyond your HR time.

2 Let's start when you were appointed the manager. Did

3 you have any discussions regarding the business of GW

4 Brands since you've been manager?

5 A No.

6 Q Not one?

7 DARE LAW: You need to speak up. It doesn't

8 pick up shakes of head.

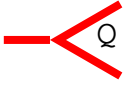
9 MR. PAGAY: Yeah.

10 THE WITNESS: I said no.

11 DARE LAW: Okay.

12 MR. PAGAY: No.

13 BY MR. PAGAY:

14  Q So in managing GW Brands, who do you speak to
15 on a regular basis?

16 A Accounting department, a couple of the VPs.

17 Q Anybody else?

18 A No. 

19 Q Okay. So in managing GW Brands, you speak
20 with Ms. Isaac and people in her department; is that
21 correct?

22 A Yes.

23 ROBERT YASPAN: Go ahead.

24 BY MR. PAGAY:

25 Q And you said other VPs. Do you mean

1 Mr. Villanueva and I'm sorry, the head of production is
2 Mr. --

3 A Lord.

4 Q -- Lord. Is that who you mean?

WYNN

5 A Yes.

6 Q Anybody else?

7 A Mr. Tym.

8 Q And one last thing, and this may be just a --
9 a miswritten note on my part, are there any other
10 people in management other than Mr. Villanueva,
11 Mr. Lord, and Ms. Isaac? I have a note here something
12 about additional VPs above them. Are there such
13 people?

14 A No.

15 Q No. So that's a negative. That's all I have
16 on GGW Brands.

17 DARE LAW: I think I have a few more
18 questions.

19 BY DARE LAW:

WYNN

20 Q Are you familiar with the name all Blue Horse
21 transactions?

22 A No.

23 Q You don't know who that is? Or might be also
24 known as Blue Horse?

25 A Blue Horse trading I believe, yeah.

WYNN

1 Q Blue Horse trading?

2 A Yeah.

3 Q What is that?

4 A It's another entity that I believe has
5 something to do with Joe Francis.

6 Q So you think it might be a Joe Francis entity?

7 A Maybe, I don't know.

8 Q Do you know if that entity has any dealings
9 with the GGW Brands or entities?

10 A Dealings in what respect.

11 ROBERT YASPAN: That's a broad question
12 beyond --

13 BY DARE LAW:

14 Q Does -- does business with them. Does -- does
15 Brands do business with Blue Horse trading?

16 A I don't believe so.

17 Q Okay. So it's not this endeavor. Are you
18 familiar with the name Robert Kluger?

19 A Yes.

20 Q Who is that gentleman?

21 A I believe he's former counsel for the entities
22 in some capacity.

23 Q Is he still working for any of the entities
24 including brand?

25 A No.

1 Contracts?

2 A Like a kind of general legal services. Would
3 have included those things though. It would have
4 included litigation and contracts I believe.

WYNN

5 Q Almost done. On the venue disclosure form, it
6 says the principle office of the debtor currently on
7 file with the secretary of state, it uses a Canoga Park
8 address. What is that address? It's got a unit number
9 263.

10 A I believe it's Mr. Tym's address.

11 DARE LAW: Is that your address, Mr. Tym? Is
12 that your office?

13 RONALD TYM: Yes.

14 BY DARE LAW:

15 Q Why would the debtor use your office as its
16 principle address office with the secretary of state?

17 RONALD TYM: That's just a legal address with
18 the secretary of state. It's mainly where people can
19 come, there are certain filings that need to be made by
20 adult entertainment organizations, so we want to make
21 sure the people come to me for those filings and I have
22 those rather than come to the business itself.

23 DARE LAW: Now, I thought you said earlier
24 you're probably going to be phasing out of representing
25 the debtor, so what's going to happen with the address?

WYNN

1 of the other ones?

2 THE WITNESS: Yes.

3 Q So who is providing the compensation to you?

4 A I believe it's been three Perfect Science
5 Labs, but I'm not certain.

6 Q And who's funding Perfect Science Labs for
7 your compensation?

8 A That, I don't know.

9 Q Do you know if it's any of the GGW Direct,
10 Brand, Events, or Magazine entities?

11 A I'm not certain.

12 Q That I want to know, who is --

13 ROBERT YASPAN: That's not being funded
14 through any of the GGW entities. That's a cost by
15 Perfect Science Labs itself.

16 DARE LAW: I'd like a declaration with respect
17 to where Mr. Dale's compensation is coming from, the
18 source of that compensation so --

19 ROBERT YASPAN: Science Labs.

20 DARE LAW: So I'd like the source and the
21 amount. Okay. Any other last minute opportunities to
22 ask questions before I close? No. Okay. Mr. Dale, I
23 want to remind you that you need to file your monthly
24 operating reports on time. If they are not filed on
25 time, the U.S. trustee will file a motion to dismiss or

1 Q What happened to them?

2 A I believe he left on his own volition.

3 Q Now, according to the bankruptcy schedules,
4 the debtor also owns no real property; is that correct?

5 A Correct.

6 Q I'm looking at Schedule A?

7 ROBERT YASPAN: Let me give him a minute to
8 get there.

9 DARE LAW: Okay.

10 ROBERT YASPAN: That's B.

11 BY DARE LAW:

12 Q It says no?

13 A Correct.

14 Q Okay. If you'll turn the page and look at
15 Schedule B. At the time of filing which was
16 February 27th, it said that there was cash with
17 attorney.

18 Which attorney are we speaking of on that cash
19 with attorney?

20 A David Houston.

21 Q Why would money be deposited with David
22 Houston in the amount of just over 1.8 million?

23 A I believe it was set aside for potential costs
24 related to the defense of one or more of the aspects of
25 the Steve Wynn case I believe.

WYNN

1 Q So you -- did I hear you say it was set aside
2 for costs of legal fees?

3 A I believe -- I -- I believe so but I'm not
4 certain.

5 Q Do you know what the money was deposited with
6 Attorney Houston?

7 A No.

8 Q Was it before you became manager?

9 A I believe so, yeah.

10 Q Is Mr. Houston still holding the money?

11 A I believe it's still being held, yeah.

12 DARE LAW: Counsel; is that right?

13 ROBERT YASPAN: Yes.

14 DARE LAW: He's still holding the money? Why
15 hasn't it been turned over to the estate to deposit
16 into the (inaudible) accounts?

17 ROBERT YASPAN: He wants a court order because
18 it is subject to a state court injunction and there is
19 a dispute as to whether or not the injunction restrains
20 him in the bankruptcy over the turn over of the funds;
21 however, we -- we -- I think we may even have put into
22 the status conference report, we expect today or
23 tomorrow to file a motion to have a turn over leaving
24 all rights in tact for the present time.

25 DARE LAW: So if it's turned over to the

1 ROBERT YASPAN: But it may not be that we used
2 a current balance sheet.

3 DARE LAW: Okay.

4 ROBERT YASPAN: We used the best one
5 available, but we'll give you the answer.

6 DARE LAW: Yeah, if the number is different,
7 then I'd like to know.

8 ROBERT YASPAN: Well, by now we may find out
9 to be different because it's a month or two later.

10 DARE LAW: But they shouldn't have off set or
11 incurred --

12 ROBERT YASPAN: Yeah, but money could have
13 been spent in the month of February, for example.

14 DARE LAW: Yes, I understand. So I'm saying
15 if at the time of filing of the 27th it was \$16,000,
16 then I need to know the identity of the attorney and
17 how much each one has and something to tell me that
18 they, in fact, still have it because no one's
19 employment application has been approved, nor has any
20 fees been applied for. So if at the time of filing
21 this was the deposit for legal fees, then it should
22 still be there; right?

23 BY DARE LAW:

24 < Q Okay. Accounts receivable, \$523,879, who
25 would it receivable from since it says from affiliates? >

WYNN

WYNN

1 A I believe this is for various affiliates from
2 some online deals to some pay per view networks and
3 that kind of thing. I believe that's what this is
4 referring to.

5 Q Well, when you say "affiliates," what do you
6 mean by "affiliates"?

7 A I'm not sure how the accounting department's
8 defining this precisely, but I believe this is
9 referring to like a Direct TV that has -- we have a
10 deal with.

11 Q So --

12 A That type of thing.

13 Q -- it's not necessarily referring to Events,
14 Magazines --

15 A Huh-uh.

16 Q -- or Brands?

17 A I don't think so. I'm not certain.

18 Q So how would they be affiliates of the debtor?

19 ROBERT YASPAN: Well, we have the resource
20 here available to answer the question. It may be --

21 DARE LAW: But I want to know what Mr. Dale
22 knows.

23 ROBERT YASPAN: But he already -- you've
24 already established he probably doesn't know.

25 ///

1 Q Do you get involved at all in reviewing those
2 contracts and deciding whether it's actually a good
3 deal for the company or not?

4 A I don't believe a contract has come up in my
5 time.

6 Q And do you know if the prior manager had been
7 involved in -- in the negotiation and review of those
8 contracts and authorization to go ahead with them?

9 A I don't know.

10 Q So you don't know who the signatory to those
11 contracts are?

12 A Right.

13 ROBERT YASPAN: However the contracts are in
14 the company offices and we can get you that
15 information.

16 DARE LAW: Okay. But I just want to sit here
17 today whether he knew or not.

18 ROBERT YASPAN: Correct.

19 BY DARE LAW:

20 Q Intellectual property. What intellectual
21 property does Direct own that's worth \$37,420?

22 A I believe that is referring to the Girls Gone
23 Wild, the use of that name.

24 ROBERT YASPAN: Actually, that number came
25 from the books so we don't quite know what that is.

1 THE WITNESS: Which -- which one?

2 ROBERT YASPAN: The 37.

3 THE WITNESS: I think that's why it's saying
4 subject issues regarding (inaudible).

5 ROBERT YASPAN: This is a book number.

6 BY DARE LAW:

7 Q What does it mean on the debtor's books that
8 this number's there?

9 ROBERT YASPAN: I can ask the accountant.

10 DARE LAW: Well (inaudible) --

11 ROBERT YASPAN: But I can't ask --

12 THE WITNESS: I -- I don't know.

13 BY DARE LAW:

WYNN

14 Q Okay. Does Direct have any intellectual
15 property agreement with Path Media or any other
16 companies for use of Girls Gone Wild name or any other
17 name it might use to promote its materials?

18 A I think -- I believe it does today. That's
19 the agreement we were referring to.

20 Q So Direct now has the agreement?

21 A I believe so.

22 Q And who negotiated that agreement?

23 A I would say Mr. Tym if anybody, I'm not
24 certain though.

25 Q And did he run it by you for approval before

WYNN

1 < it was ultimately signed?

2 A Yes.

3 Q And was it you who signed that agreement?

4 A Yes.

5 Q And it only goes to May?

6 A That's what I recall, yes.

7 Q So what happens if Path Media pulls it in May?

8 What does the debtor have to sell or to use if it

9 doesn't have the rights to its name?

10 A That would be a significant issue. >

11 Q Is there a game plan if -- if Path Media
12 decides to not renew the use of the Girls Gone Wild
13 name?

14 ROBERT YASPAN: The answer is yes, there's a
15 game plan; however, it may not be as effective as we
16 want.

17 BY DARE LAW:

18 Q Well, Mr. Dale; is that true.

19 A I think it's an evolving game plan. I can't
20 say that, you know, I can hand you a book that has A to
21 Z precisely what the company's going to do though.

22 Q But there is some sort of strategy -- I'm not
23 going to ask you what the strategy is. I'm just
24 saying, is there a strategy that if Path Media says,
25 you know what, I don't really want you to use Girls

1 provided in Brands?

2 A I believe so, yes.

WYNN

3 < Q And then it says here, Path Media is owed
4 1.5 million. What is that for? It says unpaid
5 licensing fee?

6 A I believe it is for that reason.

7 Q How long of a period does this cover? It says
8 incurred 2010 to 2012. That's a long time.

9 A I believe it's for that period of time. I
10 don't know the exact dates.

11 Q Were any licensing fees paid to Path Media
12 holding?

13 A I don't know. >

14 Q Who would know that answer?

15 ROBERT YASPAN: Well, the answer is the
16 accounting department would, but let me check
17 something.

18 BY DARE LAW:

WYNN

19 < Q Did Path Media file any collection action for
20 the 1.5 million?

21 A I don't know.

22 Q You don't know if they've ever filed any
23 collection action for that?

24 A I'm not certain. >

25 Q Do you want me to wait, Counsel?

1 ROBERT YASPAN: Yeah, if you could.

2 DARE LAW: While you look.

3 ROBERT YASPAN: What I'm thinking -- here it
4 is. Brands. What I'm thinking is, is that Path
5 Media's on the wrong chapter. It should be listed in
6 Brands rather than Direct, Mr. Tym?

7 DARE LAW: Was Brands the license holder
8 before?

9 RONALD TYM: My understanding it was Direct,
10 but could be wrong.

11 ROBERT YASPAN: It was Direct? Okay. That's
12 an accounting question, not a legal one. I'll have to
13 research where that Path Media belongs.

14 BY DARE LAW:

WYNN

15 Q Is the debtor the exclusive rights' holder to
16 use the Girls Gone Wild brand?

17 A I don't know.

18 Q So when you negotiate a new licensing contract
19 to use it, don't you want to know whether you're the
20 100 percent rights' holder or something else could be
21 using the name as well?

22 ROBERT YASPAN: Counsel, why don't you just
23 show him the agreement that we've provided to you. If
24 he doesn't remember, he doesn't remember.

25 DARE LAW: I don't have the agreement with me.

1 productions, Events, and that kind of thing. Kind of
2 on a case-by-case basis.

3 Q When they were not filming and producing an
4 event on location, were those people then brought
5 in-house to do post production?

6 A No.

7 Q Is that the same crew?

8 A No.

9 Q Different crew?

10 A Different crew typically.

11 Q And how many W-2 employees did the debtor have
12 in the year prior to going to use Perfect Science Lab?

13 A Maybe 20ish, 21, 22, something like that.

14 Q So there were some regular W-2 employees?

15 A Certainly, yeah.

16 Q There's a personal injury claim by Michael --
17 Alan Michael Wade. What is that -- the nature of that
18 claim?

19 A That's the one we talked about a half a dozen
20 times and I don't know.

21 Q Okay. And then Clayton Mc Kinley versus -- Mc
22 Kinney, labor and wage. Is that hourly or also the
23 1099 issue?

24 A Hourly, more of a -- as far as I recall.

25 < Q What is VCI, they were paid prepetition within >

WYNN

WYNN

1 the 90-day period?

2 A VCI is a payroll company in Mexico.

3 Q What sort of filming was done in Mexico?

4 A Some of the -- a TV show, some of the spring
5 break type of videos.

6 Q What is Equity Office?

7 A I believe that's the --

8 ROBERT YASPAN: Oh, that's the name of the
9 landlord.

10 THE WITNESS: I think that's the landlord,
11 yeah.

12 BY DARE LAW:

13 Q I'm sorry, who?

14 A The landlord, the owner of the space or the --

15 Q Landlord for the offices on Wilshire?

16 A Correct, I believe so.

17 Q And who or what is rt law?

18 RONALD TYM: That's me.

19 DARE LAW: Is that you? Okay.

20 BY DARE LAW:

21 Q What is the transfer of GGW Direct to
22 University of Dermatology and then it says savings?
23 What is that? It's on January 2nd, 2013?

24 A \$300? I'm not certain.

25 Q And then D. Houston, is that Attorney Houston

1 that got \$10,000 on 1/9?

2 A Most likely.

3 Q Were you in production in January in Mexico?

4 Because I see several VCI payments.

5 A I don't recall. I don't remember.

6 ROBERT YASPAN: Well, they may have been in

7 production in December.

8 BY DARE LAW:

9 Q Okay. In December, January, that time period,
10 do you recall whether you were filming in Mexico?

11 A I don't remember.

12 DARE LAW: Counsel, can you find out and let
13 me know?

14 ROBERT YASPAN: Yes.

15 BY DARE LAW:

16 Q PR Law, who is that or what is that?

17 ROBERT YASPAN: Where are you looking?

18 DARE LAW: On 1/13/2013.

19 THE WITNESS: I -- I'm not certain. I think
20 it may be Pross Kower Law Firm.

21 BY DARE LAW:

22 Q And what is PM Tax on 1/31?

23 A PM Tax.

24 ROBERT YASPAN: Where is it?

25 THE WITNESS: Here, PM Tax.

1 BY DARE LAW:

2 Q 1/31/2013, like a (inaudible) maybe two inches
3 up.

4 A I do not know.

5 ROBERT YASPAN: I would -- I'd point out that
6 that's the date the (inaudible) taxes are due for 941s,
7 but I have no idea if that's relevant.

8 DARE LAW: I don't know. I'm asking.

9 THE WITNESS: It might be. Yeah, I'm not
10 certain.

11 DARE LAW: Okay. Can you find out what that
12 is and let me know?

13 BY DARE LAW:

WYNN 14 < Q And then let's see. What is Argyle online?

15 ROBERT YASPAN: And you are at?

16 BY DARE LAW:

17 Q 219 and the amount is \$209,250 and then
18 another one for \$500,000 -- I'm sorry, 50 -- \$5,000.

19 A I believe that Argyle is a company that's
20 doing some production work for the company now, but I'm
21 not certain. I don't remember exactly. >

22 Q So am I to infer correctly that if they're
23 doing some production work, that you have something in
24 production?

25 ROBERT YASPAN: Your questions earlier were

1 related to whether or not Direct was producing.

2 DARE LAW: Yeah. But if this is a current
3 something to produce --

4 BY DARE LAW:

WYNN

5 Q Was this for license fees? What does that
6 mean?

7 A I don't remember exactly. I can ask -- if I
8 may ask Mr. Tym?

9 Q I wanted to know if you knew.

10 A Yeah, I'm not certain.

11 Q Do you know who JG Marzen, \$100,000, is that a
12 person or is that an entity?

13 A I believe it's an attorney in Mexico.

14 Q What are you using an attorney in Mexico for?

15 A I believe it was a settlement of a case in
16 Mexico.

17 ROBERT YASPAN: The judge asked about this too
18 so it's on the report that we filed on Friday.

19 DARE LAW: So I'll say see status report, but
20 if you could just let me know briefly, what was the
21 underlying litigation.

22 RONALD TYM: Did you want to know what the
23 Argyle online payment was or you just wanted to know if
24 he knew?

25 DARE LAW: Well, I wanted to know if Mr. Dale

1 knew or not. I will come back to the Argyle and yes I
2 do want to know, but I wanted to know what he knew.

3 RONALD TYM: Okay.

4 BY DARE LAW:

5 Q And what was the underlying litigation in
6 Mexico that the company paid \$100,000?

7 < A I believe it was a claim of individuals that
8 claimed to have worked for a property in Mexico, some
9 sort of like labor claim.

10 Q What do you mean worked for a property?

11 A Well, there's a property in Mexico that's used
12 for filming and corporate retreat and that kind of
13 thing and I believe these individuals claimed to have
14 worked there at one time.

15 Q Who owns the property?

16 A I believe it's owned by a couple of Mexican
17 corporations. I don't know.

18 Q And is there a fee paid when the debtor uses
19 it for filming or corporate retreats?

20 A Yes. >

21 Q Mr. Martin got paid two days in a row. He got
22 paid -- it looks -- he got paid \$100,000 on
23 February 20th and then he got another 46277 -- \$46,277
24 on February 21st. What was that payment for?

25 A I believe it was related to the settlement.

WYNN

1 Q Okay. And I definitely want to know what
2 Argyle online is because there's another licensing fee
3 for \$60,000 about a week after the first two payments
4 that I see?

5 MR. TYM: Those -- the trademark agreement
6 with Path Media says that the license fees due to Path
7 Media are paid argyle so these three are for the
8 three-month license agreement fees.

9 BY DARE LAW:

WYNN 10 Q What is KiKi Entertainment for film location
11 specialists and spent \$65,000 on 2/27?

12 ROBERT YASPAN: That was again asked by the
13 judge and you have the accounting department figure
14 that out and it's part of the declaration of Mr. Tym.

15 BY DARE LAW:

16 Q Okay. Mr. Dale, do you know what it is?

17 A I believe it was an expense that -- that PSL
18 requested payment. I don't remember the nature of it
19 exactly.

20 Q Now, there were a number of American Express
21 cards which I referred to earlier that were issued to
22 brand but looked like -- my understanding was most of
23 it was used for Direct in -- in production and other
24 expenses. So I want to ask a few questions about that.

25 How is it determined who gets an American

WYNN

1 Express card?

2 A Case by case basis, but there are very few
3 cards.

4 Q How many cards do you think were issued the
5 year prior to filing?

6 A Maybe three, something like that.

7 Q Three? Would you be surprised to know that
8 there is, let's see, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11,
9 12, 14 cards?

10 ROBERT YASPAN: Well, you asked him what was
11 issued prior year, not how many were outstanding.

12 BY DARE LAW:

13 Q Okay. Do you know that there were 14 cards
14 that were issued and open accounts with American
15 Express?

16 A At one time or another in the company's
17 history essentially, is that what you're asking?

18 Q Yes. Who reviews those American Express bills
19 when -- when the bills come in?

20 A The card holder and then the accounting
21 department.

22 Q Do you ever review those American Express
23 bills to make sure that they're actually used for
24 company purposes?

25 A Very rarely if at all.

1 A Correct.

2 Q Okay.

3 RONALD TYM: Well --

4 MR. PAGAY: Any other --

5 RONALD TYM: It's not that company per se, but
6 companies that do pay per view.

7 MR. PAGAY: I'm not sure I understand the
8 clarification. What do you mean? Not the -- not the
9 company called pay per view, but companies that perform
10 that service. I understand. Thank you for the
11 clarification.

12 BY MR. PAGAY:

13 Q Any other categories of contracts other than
14 membership interest, possibly employment contracts and
15 pay per view contracts?

16 A No.

WYNN

17 Q Turning to the next page, Schedule H, I think
18 we've already gone over with respect to GGW Brands how
19 you have listed Wynn and Ms. Favazah on -- with respect
20 to being a liability owed by all the debtors; right?

21 A Correct, yeah.

22 Q Okay. If tab seven, the statement of
23 financial affairs, item 19, it says there are no
24 bookkeepers or accountants that kept or supervised the
25 books of the account. Is that accurate? GGW Direct

WYNN

1 has no outside bookkeepers or accountants of any kind?

2 A Not to my knowledge.

3 Q So in your capacity as manager, you don't deal
4 with any accounting firms whatsoever?

5 A Not related to Direct, no.

6 Q Related to what then?

7 A None of these entities I would say.

8 Q Okay. Well, I asked how you dealt with them
9 in your capacity as manager for this entity.

10 A Oh, yeah, sorry, so I do not.

11 Q So --

12 A I don't.

13 Q So there are none?

14 A Yeah; correct.

15 Q Okay.

16 A Sorry.

17 Q In item 19B it asks about all individuals who
18 have either audited or prepared a financial statement
19 to the debtor. With respect to GGW Direct's vendor and
20 other business relationships, have they ever had to
21 provide a financial statement?

22 A I don't know.

23 ROBERT YASPAN: Well, during your period of
24 time.

25 THE WITNESS: Not to my knowledge.

WYNN

1 BY MR. PAGAY:

2 Q Okay. 19C, asking for individuals and firms
3 that are in possession of the books to the account of
4 the debtor. I believe with respect to Brands, you
5 indicated Ms. Isaacs. Is that the same answer for this
6 debtor?

7 A Yes.

8 Q Is there anybody else?

9 ROBERT YASPAN: Anybody else who?

10 MR. PAGAY: Anybody else who qualifies as an
11 individual who is in possession of the books of account
12 of the debtors.

13 THE WITNESS: I don't think so.

14 BY MR. PAGAY:

15 Q Okay. And where are those books and records
16 kept, at what address?

17 A At the Wilshire address.

18 Q The 10940; correct?

19 A Correct, yeah.

20 Q Thanks. Turning now to attachment 3B to the
21 statement of financial affairs just a few pages down,
22 do you know how this report was produced?

23 ROBERT YASPAN: Wait a minute.

24 MR. PAGAY: Sorry.

25 ROBERT YASPAN: 3B. Okay. He's there.

WYNN

1 director?

2 A Yes.

3 Q And then when you changed to your manager
4 position, your pay was dramatically cut it looks like;
5 is that accurate?

6 A Yes.

7 Q And how would you -- why would you get a
8 thousand versus 2000 versus 500? Do you know what
9 would determine your payments?

10 A I don't remember exactly why. It should
11 generally be a thousand. I don't know if maybe they're
12 recorded in a different fashion in here for some
13 reason.

14 Q So you should be receiving \$1,000 every two
15 weeks, is that --

16 A Correct, yeah.

17 Q I'm sorry?

18 A Yes.

19 Q Okay. We turn another tab number nine, it's
20 the status report, this one filed on the GGW Direct
21 case. It says at the bottom at lines 26 to 28 that GGW
22 Direct was distributed on the internet and otherwise
23 such as Dish TV and the hospitality industry.

24 Are there any other distribution channels
25 besides the internet, Dish, and hotels for GGW Direct

1 decision to exclude it and you said it was this boiler
2 plate information?

3 ROBERT YASPAN: Right, it had to do with this
4 instructions from the judge.

5 BY MR. PAGAY:

6 Q Okay. So turning to Exhibit 1 to that
7 declaration, the first page of that is the opening page
8 of a statement that says GGW Brands, LLC Joseph R.
9 Francis with a closing date of November 23rd, 2012.
10 And then it shows on that page, says payments slash
11 credits, negative 124304.34.

12 How does GGW Brands pay these bills without
13 revenues?

14 ROBERT YASPAN: Objection. Calls for a fact
15 not in evidence.

16 BY MR. PAGAY:

17 Q Okay. Who paid these bills?

18 A I'm not certain.

19 Q Did -- so you don't know whether GGW Brands
20 paid these bills or I'm sorry, paid this bill?

21 A I'm not sure.

22 Q Okay. It says at the bottom that the address
23 for this statement is P.O. Box 150 Hollywood,
24 California. Is this P.O. Box used by any of the other
25 debtors?

1 Q Do you know if any of the other debtors keep
2 track of how these points are used?

3 A I don't know.

4 Q Okay. Same with handwritten payable 63, I
5 note that it's page 18 of 19 of the statement closing
6 January 24th, 2013, and it looks like page 19 is again
7 omitted. I assume it's boiler plate or something else.

8 And if I could ask Ms. Law to confirm, page 2
9 I assume is boiler plate? There's no other substantive
10 information on --

11 DARE LAW: On the November statement?

12 MR. PAGAY: On any statement. They're missing
13 page 2s from all -- all of the documents filed with the
14 court.

15 DARE LAW: Let me see. Page 2 just has a name
16 on the left-hand corner, account ending number, and the
17 rest is boiler plate. It actually looks like it has a
18 chain of address form.

19 MR. PAGAY: Okay.

20 DARE LAW: So yes, that's pretty much boiler
21 plate.

22 BY MR. PAGAY:

23 Q So looking at handwritten bottom of page 66,
24 document page 4 of 46, which is a statement at the top
25 says Joseph R. Francis and it relates to a closing date

WYNN 1 of February 21, 2013, so just prior to the bankruptcy
2 being filed, on page 66 there are two Alaska Airline
3 charges, one for Joseph Francis, one for an Abby
4 Wilson.

5 Do you know what -- whether or not those
6 charges relate to the business of GGW Brands?

7 A I don't know.

8 Q Do you know what the purpose of those changes?

9 A No.

10 Q Do you know whether they relate to the
11 business of any of the debtors?

12 A I don't know.

13 Q Okay. And same on handwritten page 86. It's
14 24 of 25, page 25 is missing of the February 21, 2013,
15 statement.

16 Now, looking at Exhibit 5 which begins on
17 handwritten page 87 and that's document page 26 of 46,
18 this states that business green reward cards Perfect
19 Science Labs Joseph R. Francis. What does this have to
20 do with the business of GGW Direct?

21 ROBERT YASPAN: Excuse me?

22 BY MR. PAGAY:

23 Q What does this -- this charge account have to
24 do with the business of GGW Direct?

25 ROBERT YASPAN: Nothing.

1 THE WITNESS: No thanks.

2 DARE LAW: Oh, we're going to break soon
3 anyway so -- regardless, so go ahead.

4 BY MR. PAGAY:

5 Q Okay. I think the last question I asked you
6 and I can't remember was whether or not you were aware
7 of what type of business Perfect Science Labs was
8 engaged in?

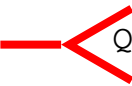
9 A I believe it's sold or sells skin care
10 products.

11 Q And you'll see on the statement has a
12 statement address of P.O. Box 25000, Beverly Hills
13 90210. To your knowledge, does any other -- do any of
14 the debtors use that address?

15 A No.

16 Q Do you know any other businesses that use that
17 address?

18 A No.

19  Q Do you know why GGW Direct would have paid a
20 charge on a Perfect Science Lab statement?

21 A No.

22 Q Okay. Turning now to Exhibit 6 to the
23 declaration. Do you recognize Exhibit 6?

24 A Yes.

25 Q What is it? 

WYNN

WYNN

1 A I believe it is the license agreement that
2 takes the license of the (inaudible) up through May of
3 this year that we referred to earlier.

4 Q And you're looking at handwritten page 96 at
5 the bottom which is the last page at least of the
6 agreement part of this license. Is that your
7 signature?

8 A Yes.

9 Q Do you remember when you signed this?

10 A I don't recall exactly. I think it was early
11 February. I don't remember exactly though.

12 Q You think it was early February?

13 A I don't know. Probably around the time that
14 the agreement went into effect. February 25th.

15 Q Are you guessing or do you remember?

16 A I'm guessing.

17 Q Okay.

18 DARE LAW: Do you know if it was before or
19 after the filing of the bankruptcy?

20 THE WITNESS: I think before if the filing was
21 on the 27th.

22 BY MR. PAGAY:

23 Q Okay. Looking at page of the agreement which
24 is handwritten page 91, it says in consideration for
25 such license, licensee has paid argyle online, LLC a

WYNN

1 license fee in the amount of 274250.52. Do you see
2 where it says that?

3 A Yes.

4 Q Do you know how that license fee was
5 calculated?

6 A No.

7 Q Did you have a role in setting that license
8 fee?

9 A No.

10 Q Do you know what it's based on?

11 A No.

12 Q Did you authorize the payment of that license
13 fee?

14 A I believe so.

15 Q And I apologize if I asked you this before, do
16 you have any role or responsibilities with respect to
17 argyle online, LLC?

18 A You did ask before and I said no.

19 Q Okay. Do you have the names of any persons
20 affiliated with argyle online, LLC?

21 A No.

22 Q So you've never dealt with anybody in
23 connection with argyle online, lack?

24 A I don't think so.

25 Q Okay. So going back to the signature page,

WYNN

1 < page 96, handwritten page 96, have you ever had any
2 communications with Asia Trust Limited since you've
3 become manager of the debtor?

4 A No.

5 Q Do you know the names of any individuals
6 associated with Asia Trust Limited?

7 A I've seen that name of the individual that
8 signed this before, but that's it.

9 Q I'm sorry, what's that individual's name?

10 A Angela Pope.

11 Q Is that P-o-p-e?

12 A I believe so.

13 Q Okay. Because you can hardly read it. That
14 says -- and there's a second name. Do you know who
15 that second name is?

16 A No.

17 Q Have you ever dealt with Ms. Pope?

18 A No.

19 Q Have you ever dealt with anybody else
20 representing Asia Trust Limited?

21 A No.

22 Q What about Hammer Smith Trust? Do you see it
23 says by Asia trust limited as trustee of the hammer
24 Smith trust manager?

25 A Yes. >

1 Q But only through the girlsgonewild.com
2 website, no other means?

3 A I don't think so, not with Direct.

4 MR. PAGAY: That's all I have.

5 BY DARE LAW:

6 Q Who manages the Girls Gone Wild website?

7 A There's an online team, but the VP of online
8 would be the main person if you're asking for an
9 individual.

10 Q Is that for Direct?

11 A Yes.

12 Q Done in-house?

13 A Uh-huh.

14 ROBERT YASPAN: Yes? No.

15 THE WITNESS: Yes.

16 BY DARE LAW:

17 Q I believe you testified earlier that Blue
18 Horse is a Joe Francis entity?

19 A I -- I think so. I don't really know about
20 that Blue Horse.

21 Q In reviewing the debtor's books and records,
22 there was a number of transfers to Blue Horse. For
23 example, May 2012 there was a \$50,000 transfer.
24 June 2012 there was \$120,000 transfer. July of 2012
25 there was a \$20,000 transfer. August 2012 there was a

WYNN

1 < \$50,000 transfer. September 2012, there was a \$50,000
2 transfer and October 2012 there was a \$40,000 transfer.

3 Why would those sums be transferred to Blue Horse?

4 A I believe Blue Horse owns a property in Bel
5 Air and I would imagine those may be related to
6 expenses at that property or something along those
7 lines.

8 Q Does somebody live at that property?

9 A Mr. Francis uses the property, Joe Francis.

10 Q Do you know if he lives there full time?

11 A I don't know.

12 Q I'm sorry?

13 A I don't know whether he lives there full time
14 or not.

15 Q Does anybody else to your knowledge use that
16 property?

17 A I don't know.

18 Q And what, if any, purpose does the debtor
19 entities of the Girls Gone Wild entities have to do
20 with that Bel Air property?

21 A I think it's been used as a film location at
22 times.

23 Q So for example, in 2012 to your knowledge how
24 many times, if any, has that location been used for
25 filming? >

WYNN

1 A I don't know. I mean, if we're talking
2 November, December, I don't know whether it was -- and
3 I don't know before that.

4 Q Is there some sort of formula to arrive at how
5 much should be paid to Blue Horse for use of their
6 property?

7 A I don't know of one.

8 Q Do you know if there's any formal agreement
9 with Blue Horse written for some calculation of
10 compensation for use of the property?

11 A I don't believe so.

12 Q Who approves these transfers of funds to Blue
13 Horse?

14 ROBERT YASPAN: Are there any after November?

15 DARE LAW: Well, there's one October and
16 Mr. Dale says he came in somewhere around October,
17 November, so there's one at least in October.

18 THE WITNESS: Yeah, I don't remember.

19 BY DARE LAW:

20 Q Do you know if there's been any payments since
21 to Blue Horse?

22 A I don't know.

23 Q Is any of the debtor entities still using the
24 Bel Air property for any purposes?

25 A Not the entities I don't think.

WYNN

1 Q So none of the Girls Gone Wild entities are
2 still using Bel Air house for any purpose?

3 A I don't think so unless there's been filming
4 recently that I'm not aware of, but I don't think so.

5 Q And is there any intent to use the Bel Air
6 property going forward for any purpose?

7 A Potentially, yeah.

8 Q I'm sorry?

9 A I mean, potentially, but you know, nothing
10 set.

WYNN

11 Q And if the property is used going forward, how
12 would any monies, if any, be determined to be paid to
13 Blue Horse or any other entity who uses that property?

14 ROBERT YASPAN: I have no idea what that
15 question means. Could I ask that you rephrase?

16 BY DARE LAW:

17 Q Yeah, sure. If the debtor is going to use the
18 Bel Air property for any purposes going forward, do you
19 expect them to have to pay for the usage of that
20 property?

21 A Potentially.

22 Q And so if -- if monies were to be paid to be
23 used for that property, how would that be determined?

24 ROBERT YASPAN: How would the amount be
25 determined?

WYNN

1 BY DARE LAW:

2 Q Yes, how would the dollar amount be
3 determined?

4 A I don't know.

5 Q So --

6 ROBERT YASPAN: You're asking about something
7 that might occur in the future, so it'll be determined
8 when it gets determined.

9 BY DARE LAW:

10 Q Has the debtor used the Bel Air property since
11 October 2012 to your knowledge?

12 A I don't know.

13 Q Has it used the property since the filing?

14 A Don't know.

15 ROBERT YASPAN: Well, we can find out if there
16 are any payments since the filing because we have that
17 resource here, but you don't want to ask that question
18 so I'll get you the information.

19 RONALD TYM: And there have been no payments.


20 DARE LAW: Yes, but if they used the property
21 and there's an expectation of payment, I want to know
22 that too.

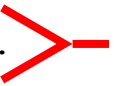
23 RONALD TYM: There's been no use, no payments,
24 and just because of the nature of it and trying to, you
25 know, stay as far away from the line as possible,

1 there's no intend to use or pay anything to people post
2 bankruptcy.

3 BY DARE LAW:

WYNN

4  Q Do you know what Blue Horse does? I mean you
5 said it's a Joe Francis entity, but I don't -- that's
6 all I know about it.

7 A I believe it's a Joe Francis entity. I don't
8 know what it does. 

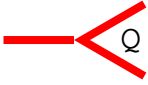
9 MR. PAGAY: Can I ask once follow-up?

10 DARE LAW: Yeah, go ahead.

11 MR. PAGAY: (Inaudible).

12 BY MR. PAGAY:

WYNN

13  Q Were you involved at all in -- in discussions
14 regarding agreements between any of the debtors and
15 Bell, one of the pay per view distributors?

16 A No.

17 Q Were you involved in any discussions
18 between -- regarding the relationship between any of
19 the debtors and Direct TV?

20 A No.

21 Q And what about --

22 ROBERT YASPAN: He's already testified to
23 this. He said nothing has come up since he started in
24 terms of a new agreement, these were all in place.

25 BY MR. PAGAY: 

WYNN

1 Q So same answer, you weren't involved in any
2 discussions regarding the relationship with the debtors
3 and Dish Network, Lodge Net, or Viewer's Choice Canada?

4 A Correct.

5 Q Have you negotiated any transactions on behalf
6 of the debtors since becoming manager?

7 A No new substantive contracts of any kind.

8 Q I'm sorry, say that again. I didn't hear you?

9 A Nothing of substance in terms of a contract
10 that I would put against these things listed on
11 handwritten page 90.

12 Q No, I'm not -- I'm talking about anything.

13 A Oh.

14 Q No?

15 A Nothing substantive.

16 Q Well, what do you -- what is non substantive
17 then?

18 A Well, yeah, I'd say no.

19 Q I'm sorry?

20 A No, I have not.

21 Q Nothing. Okay. Got it.

22 ROBERT YASPAN: All right. I really do have
23 to call.

24 DARE LAW: I just have two names and then I'm
25 going to take a break whether we conclude or whether we

1 do something else.

2 BY DARE LAW:

3 Q Who is Abby Wilson?

4 A I believe she -- there's a TV show called "The
5 Hottest Girl in America" and I think she won a season
6 of that TV show.

7 Q And who is Anatoli Pogorela?

8 A An IT person for the company.

9 Q Okay. Since we're in the middle and
10 Mr. Yaspan needs to go, I'm actually going to continue
11 this. I need to get a date so I need my calendar, and
12 then we will reconvene at that same date for the other
13 two debtors which we didn't get to.

14 Do you want to come back today or do you want
15 to come back another day?

16 ROBERT YASPAN: There's no way I can come back
17 today.

18 DARE LAW: Okay. So if you give me two
19 minutes, I will actually go get my calendar, and I will
20 give you a date that will work for everybody. Okay.
21 Okay. Let me just get my --

22 (Pause in recording.)

23 DARE LAW: Okay. Back on the record. The
24 341(a) meeting for GGW Direct case number 213BK15132SK
25 is continued to April 22nd at 9:00 and then GGW Events

1 will be continued to April 22nd at 9:00, case number
2 213BK15134SK. GGW Magazines will be continued to
3 August (sic) 22nd at 9:00. We're going to go
4 consecutive on the cases. GGW Magazine is case number
5 13 -- 213Bk13 -- sorry, 15137SK. So they're all
6 continued to February (sic) 22nd at 9:00.

7 ROBERT YASPAN: April.

8 DARE LAW: I will put the continuance on --

9 ROBERT YASPAN: April.

10 DARE LAW: Sorry, I don't know why I keep on
11 doing that. April 22nd at 9:00 and I will put the
12 continuance on the docket. Thank you.

13 (End of recording.)

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COURT REPORTERS CERTIFICATE

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)
_____)

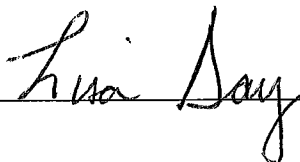
I, LISA DAY, hereby certify:

I am a duly qualified Certified Shorthand Reporter, in the State of California, holder of Certificate Number CSR 12960 issued by the Court Reporters Board of California and which is in full force and effect.

I am not financially interested in this action and am not a relative or employee of any attorney of the parties, or of any of the parties.

I am the reporter that stenographically recorded the testimony in the foregoing proceeding and the foregoing transcript is a true record of the testimony given.

Dated: April 8, 2013



PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 10100 Santa Monica Blvd., Ste. 1300, Los Angeles, CA 90067

A true and correct copy of the foregoing documents entitled (*specify*): **EX PARTE EMERGENCY APPLICATION FOR ORDER AUTHORIZING WYNN LAS VEGAS, LLC D/B/A WYNN LAS VEGAS TO FILE (I) SUPPLEMENTAL REQUEST FOR JUDICIAL NOTICE IN SUPPORT OF MOTION FOR ORDER DIRECTING THE APPOINTMENT OF A CHAPTER 11 TRUSTEE; (II) NOTICE OF LODGMENT OF TRANSCRIPT OF 341(A) MEETING OF CREDITORS OF DEBTORS; AND (III) PERTINENT EXCERPTS OF THE 341(A) MEETING OF CREDITORS OF DEBTORS; DECLARATION OF MALHAR S. PAGAY** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document was served by the court via NEF and hyperlink to the document. On (*date*) **April 9, 2013**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) **April 9, 2013**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Via Personal Delivery

The Honorable Sandra R. Klein
United States Bankruptcy Court
255 E. Temple St., Ste. 1582 / Courtroom 1575
Los Angeles, CA 90012

☒ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

April 9, 2013
Date

Megan J Wertz
Printed Name

/s/ Megan J Wertz
Signature

1. **SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**

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